


 Honorable Mike K. Nakagawa
 United States Bankruptcy Judge



Entered on Docket
 August 28, 2020

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UNITED STATES BANKRUPTCY COURT

DISTRICT OF NEVADA

In re

RED ROSE, INC.,

- ☐ Affects Beachhead Roofing and Supply, Inc.
- ☐ Affects California Equipment Leasing Association, Inc.
- ☐ Affects Fences 4 America, Inc.
- ☐ Affects James Petersen Industries, Inc.
- ☐ Affects PD Solar, Inc.
- ☐ Affects Petersen Roofing and Solar LLC
- ☐ Affects Petersen-Dean, Inc.
- ☒ Affects PetersenDean Hawaii LLC
- ☐ Affects PetersenDean Roofing and Solar Systems, Inc.
- ☐ Affects PetersenDean Texas, Inc.
- ☐ Affects Red Rose, Inc.
- ☐ Affects Roofs 4 America, Inc.
- ☐ Affects Solar 4 America, Inc.
- ☐ Affects Sonoma Roofing Services, Inc.
- ☐ Affects TD Venture Fund, LLC
- ☐ Affects Tri-Valley Supply, Inc.
- ☐ Affects All Debtors

Case No. BK-S-20-12814-mkn

Jointly Administered with
 Case No. BK-S-20-12815-mkn
 Case No. BK-S-20-12816-mkn
 Case No. BK-S-20-12818-mkn
 Case No. BK-S-20-12819-mkn
 Case No. BK-S-20-12820-mkn
 Case No. BK-S-20-12821-mkn
 Case No. BK-S-20-12822-mkn
 Case No. BK-S-20-12823-mkn
 Case No. BK-S-20-12824-mkn
 Case No. BK-S-20-12825-mkn
 Case No. BK-S-20-12826-mkn
 Case No. BK-S-20-12827-mkn
 Case No. BK-S-20-12829-mkn
 Case No. BK-S-20-12831-mkn
 Case No. BK-S-20-12833-mkn

Chapter 11

**ORDER GRANTING MOTION OF
 DEBTOR FOR ORDER AUTHORIZING
 THE SALE OF SUBSTANTIALLY ALL
 OF ITS ASSETS FREE AND CLEAR OF
 ALL LIENS, CLAIMS AND
 ENCUMBRANCES, AND FOR
 RELATED RELIEF**

Hearing Date: August 18, 2020
 Hearing Time: 9:30 a.m.

FOX ROTHSCHILD LLP
 1980 Festival Plaza Drive, Suite 700
 Las Vegas, Nevada 89135
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 (702) 597-5503 (fax)

1 Upon consideration of the *Motion of Debtor for Order Authorizing the Sale of Substantially*
 2 *All of Its Assets Free and Clear of All Liens, Claims and Encumbrances, and for Related Relief,*
 3 dated July 27, 2020 (the “Sale Motion”) and all pleadings and declarations filed in support thereof,
 4 including the *Declaration of James Whitcomb in Support of Good Faith Findings in Connection*
 5 *with Debtor's Motion for Approval of Sale of Assets* filed on August 10, 2020 (ECF 679), and based
 6 thereon finding that the *Asset Purchase and Interim Management Agreement* (APA) that is the
 7 subject of the Sale Motion was negotiated, proposed and entered into by and between the Debtor
 8 and Haleakala Solar without collusion, in good faith, and from arm’s-length bargaining positions,

9 **IT IS HEREBY ORDERED** that the Sale Motion is **GRANTED** as provided herein. All
 10 capitalized terms having the meanings ascribed to them in the Sale Motion.

11 **IT IS FURTHER HEREBY ORDERED** that notice of the Sale Motion as provided for
 12 therein is sufficient and other and further notice is waived pursuant to Rules 2002(a)(2) and 9007 of
 13 the Federal Rules of Bankruptcy Procedure. No objection having been submitted in writing or
 14 otherwise that was not resolved prior to the hearing, all objections to the Sale Motion are overruled
 15 and denied. All persons and entities given notice of the Sale Motion who failed to object timely to
 16 the relief granted hereby are hereby deemed to consent to the relief granted hereby.

17 **IT IS FURTHER HEREBY ORDERED** that the *Asset Purchase and Interim Management*
 18 *Agreement*, dated July 27, 2020 (the “APA”), between the debtor, PetersenDean Hawaii LLC
 19 (“Debtor”), on the one hand, and Haleakala Solar, Inc. and James Whitcomb, on the other hand, a
 20 copy of which as signed by the parties, with exhibits, is attached as Exhibit A hereto and is
 21 **APPROVED**. The Debtor is hereby authorized to enter into the APA on behalf of the bankruptcy
 22 estate, and pursuant to Sections 105(a), 363(b), (f) and (m), and 365 (a) and (f) of the Bankruptcy
 23 Code to sell and to assign to Haleakala Solar, Inc. (or its assignee or designee) the Assets, free and
 24 clear of all liens, claims, encumbrances and interests of any nature whatsoever, except that the
 25 proceeds of the APA (including proceeds received during the Interim Management Period) will
 26 retain their status as secured collateral of ACF without further acts required of ACF to secure or
 27 perfect such status.

1 **IT IS FURTHER HEREBY ORDERED** that the Debtor is authorized to (a) perform
2 under, consummate and implement the APA; (b) execute and deliver any additional instruments and
3 documents that may be reasonably necessary to implement the APA; and (c) take such further
4 actions as may be reasonably necessary to transfer the Assets to Haleakala Solar, Inc. and James
5 Whitcomb (or their assignee or designee).

6 **IT IS FURTHER HEREBY ORDERED** that Haleakala Solar is a buyer in “good faith”
7 within the meaning of Section 363(m) of the Bankruptcy Code, and, as such, is entitled to the
8 protections afforded by Section 363(m) of the Bankruptcy Code.

9 **IT IS FURTHER HEREBY ORDERED** that the transfer and sale of the Assets pursuant
10 to this Order and the APA shall vest Haleakala Solar with good title to the Assets, free and clear of
11 all liens, claims and encumbrances and interests of any nature whatsoever, except as expressly
12 provided by this Order and in the APA, and any and all other rights, claims and interests of any
13 nature whatsoever that may be asserted by any person or entity, including, without limitation, any
14 entity asserting a secured claim against the Assets, other than ACF which as acknowledged above
15 holds a perfected secured claim to the proceeds of the APA. Any entity hereafter asserting such an
16 interest against the Assets shall be, and hereby is, forever barred from asserting such interest against
17 the Assets and against Haleakala Solar.

18 **IT IS FURTHER HEREBY ORDERED** that no sales commission or fee shall be due or
19 payable upon closing of the sale by either Buyer or Seller given that no broker or agent was
20 involved or engaged in connection with the sale and assignment of the Assets.

21 **IT IS FURTHER HEREBY ORDERED** the validity of the transactions arising under the
22 APA as approved by this Order shall not be affected by the appointment of a trustee, the dismissal
23 of the Debtor’s case, or the conversion of the Debtor’s case to one under Chapter 7 of the
24 Bankruptcy Code.

25 **IT IS FURTHER HEREBY ORDERED** that any conflict between the terms and
26 provisions of this Order and the APA shall be resolved in favor of this Order.

27 **IT IS FURTHER HEREBY ORDERED** that this Order shall be binding in all respects
28 upon Haleakala Solar, James Whitcomb, the Debtor, all creditors of the Debtor, including those

creditors of the Debtor who purport to hold contingent, unliquidated or disputed claims, all holders of equity interests in the Debtor, all holders of Encumbrances and any trustee that may be appointed in the Debtor's Chapter 11 case or upon any conversion of the Debtor's case to one under Chapter 7 of the Bankruptcy Code. Nothing contained in any Chapter 11 plan confirmed in the Debtor's case, or in any order confirming any such Chapter 11 plan, shall conflict with or derogate from the provisions of this Order and this Order shall control to the extent of any such conflict or derogation.

IT IS FURTHER HEREBY ORDERED that this Order is and shall be (i) effective as a determination that, at the Closing, any and all liens, claims and encumbrances and interests existing as to the Assets prior to the Closing Date have been unconditionally released, discharged and terminated as charges against the Assets and/or Haleakala Solar (but not as against the proceeds of the sale of the Assets to which the secured claims of ACF attach), and (ii) binding upon and shall govern the acts of all entities, including, without limitation, all filing agents, filing officers, title agents, title companies, recorders of mortgages, recorders of deeds, administrative agencies, governmental departments, secretaries of state, federal, state, and local officials and all other persons and entities who may be required by operation of law, the duties of their office, or contract, to accept, file, register or otherwise record or release any documents or instruments, or who may be required to report or insure any title or state of title in or to any of the Assets.

IT IS FURTHER HEREBY ORDERED that the Debtor, Haleakala Solar, James Whitcomb, and all creditors, governmental units and other parties-in-interest are bound by, and shall comply with, the provisions of this Order and are hereby directed to take any and all acts appropriate to facilitate the prompt consummation of the transaction approved hereby.

IT IS FURTHER HEREBY ORDERED that the Releases in the APA are approved pursuant to Federal Rule of Bankruptcy Procedure 9019(a).

IT IS FURTHER HEREBY ORDERED that in light of the Debtor's need to consummate the sale of the Assets expeditiously in order to preserve and maximize value for the Debtor's estate and its creditors, good cause exists to waive the 14-day stays of orders provided by Rules 6004(h) and 6006(d) of the Federal Bankruptcy Rules, and this Order this Order shall be effective immediately after its entry absent a stay pending appeal of this Order.

1 **IT IS FURTHER HEREBY ORDERED** that the Court shall retain jurisdiction to enforce
2 this order after notice and a hearing.

3 **IT IS SO ORDERED.**

4
5 Prepared and respectfully submitted by:

6 **FOX ROTHSCHILD LLP**

7 By: /s/Brett A. Axelrod

8 BRETT A. AXELROD, ESQ.
9 Nevada Bar No. 5859
10 1980 Festival Plaza Drive, Suite 700
11 Las Vegas, Nevada 89135
12 *Counsel for Debtors*

13 APPROVED/~~DISAPPROVED~~:

14 **OFFICE OF THE UNITED STATES TRUSTEE**

15 By /s/Edward M. McDonald, Jr.

16 Edward M. McDonald, Jr.,
17 Trial Attorney for Tracy Hope Davis,
18 United States Trustee
19 Foley Federal Building
20 300 Las Vegas Boulevard South, Suite 4300
21 Las Vegas, Nevada 89101

22 APPROVED/~~DISAPPROVED~~:

23 **BROWN RUDNICK LLP**

24 By /s/Samuel A. Schwartz

25 Cathrine M. Castaldi, Esq.
26 Max D. Schlan, Esq.
27 2211 Michelson Drive Seventh Floor
28 Irvine, California 92612

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Las Vegas, NV 89101

*[Proposed] Counsel of the Official Committee
of Unsecured Creditors*

1 APPROVED/~~DISAPPROVED~~:

2 **GARMAN TURNER GORDON LLP**

3 By: /s/William M. Noall

4 GREGORY E. GARMAN, ESQ.

5 Nevada Bar No. 6654

6 WILLIAM M. NOALL, ESQ.

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14 **SULLIVAN HILL REZ & ENGEL**

15 By: /s/James P. Hill

16 JAMES P. HILL, ESQ.

17 California Bar No. 090478

18 600 B Street, 17th floor

19 San Diego, CA 92101

20 *Counsel for James Whitcomb; Haleakala Solar, Inc.; 220 Lalo Place LLC; and*
21 *Halawa House of the Sun LLC*

CERTIFICATION OF COUNSEL PURSUANT TO LOCAL RULE 9021

In accordance with Local Rule 9021, counsel submitting this document certifies as follows:

- ☐ The Court has waived the requirement of approval in LR 9021(b)(1).
☐ No party appeared at the hearing or filed an objection to the motion
☒ I have delivered a copy of this proposed order to all counsel who appeared at the hearing, any unrepresented parties who appeared at the hearing, and each has approved or disapproved the order, or failed to respond, as indicated below:

Edward M. McDonald, Jr. Approved
Trial Attorney
Office of the United States Trustee

Cathrine M. Castaldi, Esq. Approved
Max D. Schlau, Esq.
BROWN RUDNICK LLP

Samuel A. Schwartz, Esq.
SCHWARTZ LAW, PLLC
*[Proposed] Counsel of The Official
Committee of Unsecured Creditors*

William Noall, Esq. Approved
GARMAN TURNER GORDON
Counsel for ACF FinCo I LP

JAMES P. HILL, ESQ. Approved
Sullivan Hill Rez & Engel, APLC
*Counsel for James Whitcomb;
Haleakala Solar, Inc.; 220 Lalo
Place LLC; and Halawa House of
the Sun LLC*

- ☐ I certify that this is a case under Chapter 7 or 13, that I have served a copy of this order with the motion pursuant to LR 9014(g), and that no party has objected to the form or content of the order.

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EXHIBIT “A”

ASSET PURCHASE AND INTERIM MANAGEMENT AGREEMENT

This ASSET PURCHASE AND INTERIM MANAGEMENT AGREEMENT (the "Agreement") is made, entered into and effective this 27th day of July 2020, at 8:00 a.m. PDT ("Effective Date") by and between James Whitcomb ("Principal"), Haleakala Solar, Inc., a Hawaii corporation ("Buyer"), on the one hand, and PetersenDean Hawaii, LLC, a Hawaii limited liability company (the "Debtor"), on the other. Principal, Buyer and Debtor are referred to collectively herein as "Parties".

RECITALS

A. On June 11, 2020, the Debtor, among others, filed a voluntary petition for relief under Chapter 11 of Title 11 of the United States Code (the "Bankruptcy Code") in the United States Bankruptcy Court for the District of Nevada (the "Bankruptcy Court"), Case No. BK-S-20-12826-mkn (the "Bankruptcy Case"). The Bankruptcy Case is jointly administered with other affiliated entities under the lead case of *Red Rose, Inc.*, Case No. 20-12814-mkn.

B. Debtor is in the business of sales and installation of solar and/or solar hot water equipment ("Business"), and Buyer was the seller of the Business to Debtor on March 30, 2018 ("Acquisition"). Principal, the sole shareholder of Buyer, and Buyer allege that they have a variety of claims against Debtor arising from Debtor's failure to make required payments due from the Acquisition, Debtor's failure to pay to Principal compensation as an employee of Debtor and to make full reimbursement for business and related expenses, and to pay rent for use of the premises owned by limited liability companies owned and controlled by Principal upon which the Business is operated (collectively, "Claims")

C. Pursuant to the Asset Purchase Provisions of this Agreement (Sec. 8 et seq.) Debtor and Buyer hereby intend to enter into a transaction whereby Buyer will purchase all of the operational assets of Debtor ("Assets", as defined in greater detail below, consist generally of all current contractual commitments of Debtor to customers for the purchase and installation of solar equipment, but excluding the Rejected Contracts, as defined below, all accounts receivable, all books, records and systems, all FF&E, including trucks and tools, all inventory, certain leases, and all intellectual property), offer employment to the employees of Debtor, and assume all financial and operational responsibility for the Business, upon the terms and subject to the terms and conditions set forth in this Agreement, with such purchase transaction being subject to Bankruptcy Court Approval, as provided in Sec. 14 below (the "Transaction").

D. In order to preserve the operational viability and the going concern value of the Business, the Parties have determined that it is in the best interest of the Parties and Debtor's creditors to engage Buyer on an interim basis under the terms in this Agreement to run the Business until the Transaction can be approved by the Bankruptcy Court and closed (the "Interim Management Period"), to complete existing contracts for solar and/or solar hot water installations, and to undertake the collection of the Existing A/R, as defined below. Buyer will undertake the operations of Debtor, and be responsible for the operating expenses of Debtor as of the Effective Date (as defined below) pursuant to the terms herein, including for such items as post-Effective Date rent on leasehold space, for payment of post-Effective Date payroll and related employee

benefits, for post-Effective Date insurance and for other direct operating costs. Commencing on the Effective Date of this Agreement (as defined below), Buyer will (i) devote commercially reasonable efforts to collect the Existing A/R (as defined below), (ii) perform on behalf of Debtor the work necessary to perform and complete the various contracts, projects or work in process entered into by Debtor prior to the Effective Date that is not yet complete as of the Effective Date (the "Unperformed Contracts", which excludes the "Rejected Contracts", as defined below). A list of the Unperformed Contracts is attached hereto as Exhibit "A".

E. During the Interim Management Period, Buyer will undertake to address all claims that may arise under any contract where the work has been completed prior to the Effective Date, under warranty liability or otherwise. Buyer may, on Debtor's behalf, enter into new contracts in the ordinary course of business ("New Contracts") during the Interim Management Period. Buyer will be entitled to receive all revenue and rights to receive and collect for work performed and goods provided on all Unperformed Contracts and New Contracts from and after the Effective Date, free and clear of any liens, claims or encumbrances of creditors, including any Chapter 11 claims and any claims from debtors' DIP lender. Buyer shall by virtue of this Agreement commence efforts to realize full value from all accounts receivable of Debtor for work completed prior to the Effective Date (the "Existing A/R", as set forth in the list attached hereto as Exhibit "B"), and collections from such Existing A/R shall be paid over to Debtor and applied to the Purchase Price" (as defined below) to the extent thereof, as provided herein. Collections of Existing A/R in excess of the Purchase Price shall be and remain the property of Buyer, following the Closing (defined below).

F. The Parties intend that this Agreement constitute a binding agreement to complete the Transaction, and as provided above, for Buyer to manage and operate the Business during the Interim Management Period until Bankruptcy Court Approval and entry of the Final Sale Order (as defined below) under all applicable provisions of the Bankruptcy Code.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants, agreements, representations and warranties contained in this Agreement, the Parties, intending to be legally bound, agree as follows:

INTERIM MANAGEMENT PROVISIONS

1. Effectiveness of Agreement. This Agreement is entered into on an emergency basis and subject to its full execution will be effective on the Effective Date. The underlying sale of the Assets, as provided herein, shall not occur until and unless the Bankruptcy Court shall have entered an order approving the sale of all or substantially all of the Debtor's assets, free and clear of all encumbrances, to Buyer pursuant to section 363 and 365 of the Bankruptcy Code, including the settlement of claims and exchange of mutual releases pursuant to Bankruptcy Rule 9019 (the "Final Sale Order"). Upon the Effective Date, the Parties shall thereafter proceed in good faith to obtain the necessary approvals of the Bankruptcy Court and to complete and consummate the Transaction in accordance with the terms and conditions set forth herein. If the foregoing conditions are not met, and the sale of the Assets to Buyer is not consummated by August 31,

2020, or such other date as may be agreed to in writing with the written consent of all Parties and ACF FINCO I, PLP ("Secured Party"), this Agreement shall at the election of either of the Parties be of no further force or effect, except as to indemnification and the rights of the Parties as stated herein.

2. Performance of Debtor's Obligations.

a. Appointment. Subject to the terms and conditions set forth herein, and commencing as of the Effective Date, Debtor authorizes Buyer, and Buyer agrees to perform, all obligations of the Debtor under each of the Unperformed Contracts to complete the Unperformed Contracts in a satisfactory manner. Buyer may also enter into New Contracts on behalf of Debtor in the ordinary course of business. Debtor also authorizes Buyer, and Buyer agrees to, devote commercially reasonable efforts to the collect and into the Debtor's existing lockbox account in the control of Secured Party the Existing A/R (to the extent of the Purchase Price) and all accounts receivable of Debtor arising from work performed during the Interim Management Period.

b. Interim Obligations; Terms of Sale. Commencing on the Effective Date (or as specified below) and during the Interim Management Period, Debtor grants to Buyer the right and the sole and exclusive power and authority to take all actions contemplated by this Agreement and to implement or cause to be implemented all actions necessary to carry out the performance of the Unperformed Contracts and the New Contracts, and the collection of the Existing A/R. Without limiting the generality of the foregoing, during the term of this Agreement, Buyer shall have the authority and power, and, where specified, the duty, to undertake, in the name of the Debtor, the following actions and shall exercise such powers and authority at the cost, expense and risk of Buyer, except as otherwise specified herein:

i. Performance of Work Assignments. The Buyer shall timely and fully perform all work assignments attributable to the Debtor under each of the Unperformed Contracts and the New Contracts, on the timeline and in the manner specified in the Unperformed Contracts and the New Contracts, from and after the Effective Date. Buyer shall be under no obligation to undertake performance of, or assume, construction contracts of the Debtor where Debtor has collected prior to the Effective Date more than 50% of the total contract price, but has not commenced or completed any material portion of the work specified under the contract, and Buyer shall notify Debtor within twenty (20) days following the Effective Date of the contracts it will not undertake ("Rejected Contracts").

ii. Operating Costs. Buyer shall make and be responsible for the execution of all decisions concerning the fulfillment and management of the Unperformed Contracts and the New Contracts, and the collection of the Existing A/R. After the Effective Date, the Buyer shall contract for and pay for all services deemed advisable by Buyer, or specifically required under the Unperformed Contracts and the New Contracts, including but not limited to vendors, suppliers, subcontractors, payroll expenses, reimbursable travel and entertainment expenses, rent, and all utilities such as electricity, gas, fuel, water, sewer, and rubbish removal (collectively, "Operating Costs"). In arranging for such services and supplies, Buyer may enter into contracts for the provision thereof, provided any such contracts shall be in Buyer's own name unless specifically agreed to between the Parties, with the written consent of the Secured Party, as necessitated by the specific Unperformed Contract or New Contract.

iii. Debtor's Employees. Upon the Effective Date, Debtor acknowledges and agrees that Buyer will offer at-will employment to all of the Debtor's employees that rendered pre-Effective Date Services to Debtor, and Debtor agrees that such an offer is authorized and shall not constitute a breach of any obligation of Buyer, Principal, or any of the employees hired. Debtor shall pay each employee in full all pay for work performed before the Effective Date (in accordance with Debtor's normal payroll practices), but Buyer will assume all responsibility to pay or credit employees for all accrued vacation, sick leave or PTO due to employees prior to the Effective Date, under the policies of Debtor (and subject to any other applicable Chapter 11 rules with respect to the payment of vacation or sick leave). Buyer shall itself employ, pay, train, and supervise such employees at-will and in such capacities as Buyer may designate to perform the Unperformed Contracts and the New Contracts. Buyer shall comply with all federal, state and local laws, ordinances and regulations applicable to such employees and such operations. Buyer shall establish policies and procedures for directing all activities of the on-site employees with respect to the Unperformed Contracts and the New Contracts. All employees of Buyer, whether full time or part-time, shall be carried on the payroll of Buyer, and shall be under the supervision, direction and control of Buyer, who shall fix their compensation and have the exclusive right to hire and discharge any and all such individuals. Such individuals, once hired by Buyer, shall not be or be deemed to be the employees of Debtor for any purpose whatsoever. Except as otherwise stated in this paragraph, all liabilities associated with the former Debtor's employees prior to the Effective Date shall be the sole responsibility of the Debtor and all liabilities associated with the former Debtor's employees from the Effective Date forward shall be the sole responsibility of the Buyer.

iv. Use of Tangible Personal Property and Inventory. During the Interim Management Period, Buyer shall have full use of the Debtor's real and personal property, including all trucks and tools, subject to payment of rent by the Buyer to third parties as appropriate, and Buyer shall keep all tangible personal property fully insured and maintained. Buyer shall be able to use from inventory such equipment and supplies as may be necessary or convenient to complete the Unperformed Contracts, without reimbursement to Debtor.

v. Accounts Receivable. To complete the purchase of the Assets, Buyer, as buyer of all the Assets, will be obligated to pay a total of \$1,800,000 into the Debtor's existing lockbox account in the control of Secured Party, which Buyer expects to pay from the collections of the Existing A/R from and after the Effective Date (the "Collected Amounts"). During the Interim Management Period, Buyer will use commercially reasonable efforts to collect the Existing A/R, and will provide Debtor and Secured Party with a weekly accounting of all such collections, showing the Existing A/R and the application of funds received, and shall pay into the Debtor's existing lockbox account in the control of Secured Party the full amount of the weekly collections of Existing A/R. Buyer will receive full credit against the Purchase Price (defined below) for all Collected Amounts of Existing A/R paid over to Debtor during the Interim Management Period. Following the Closing, Buyer will continue to use commercially reasonable efforts to collect of the Existing A/R, and will provide Debtor and Secured Party with a weekly accounting of all such collections, showing the Existing A/R and the application of funds received, and shall pay into the Debtor's existing lockbox account in the control of Secured Party the full amount of the weekly collections of Existing A/R. until the Purchase Price, without interest, is paid in full.

vi. Accounting. During the Interim Management Period, Buyer will provide Debtor and Secured Party with full and complete access to all books, records, and accounts of the Business and of Buyer, including but not limited to transmitting to Debtor, at least every two weeks, (a) an accounting of receipts, expenditures, and a summary of the work performed on the Unperformed Contracts and New Contracts entered into, and (b) a detailed accounting of all collections and the application of proceeds from the Existing A/R. Following the Closing, Buyer will continue to provide a detailed accounting of all collections and the application of proceeds from the Existing A/R until the Purchase Price is paid in full.

vii. Contractor's License. Prior to the Effective Date, Debtor has operated the Business pursuant to a contractor's license issued by the Professional & Vocational Licensing Division of the Hawaii Department of Commerce and Consumer Affairs, under which Principal is the designated Responsible Managing Employee ("RME") under Title 16 of the Hawaii Administrative Rules, §16-77-69. During the Interim Management Period Principal shall be and remain the RME of Debtor and may also apply to be the RME of Buyer (under HAR §16-77-72(2)). Following the Closing of the Transaction, Principal shall immediately withdraw as RME of Debtor and shall have no further responsibility with respect to the affairs of Debtor.

viii. Conditional Guarantee. The obligation to pay the Purchase Price is an unsecured contractual obligation of Buyer. The Parties acknowledge and agree that Debtor is relying on the representation of Buyer and Principal that Buyer (or its successor in interest) will in good faith endeavor to complete its obligations under this Agreement and the Final Sale Order, and will not, so long as any portion of the Purchase Price is unpaid, divert business away from Debtor (during the Interim Management Period) or thereafter to affiliated or unaffiliated entities in which Principal has a direct or indirect current or a contingent interest.

Principal agrees to be personally liable for any unpaid portion of the Purchase Price in the event of a material breach of this subparagraph 2.b (viii), in which event : (i) whether or not Principal shall have any notice or knowledge of any of the following, Debtor may at any time, or from time to time, only with the consent of Secured Party: (a) extend or change the time of payment or performance or the manner, place, or terms of payment or performance of any of Buyer's obligations contained herein; (b) exchange, release, or surrender any collateral security, or any part of it, by whomever deposited, which is now or may later be held by Debtor in connection with any of Buyer's obligations contained herein; (c) sell or purchase any such collateral at public or private sale, or at any broker's board, in the manner permitted by law, and after all costs and expenses of every kind for collection, sale, or delivery, the net proceeds of any sale may be applied by Debtor on any of the Buyer's obligations contained herein; (d) settle or compromise with Buyer, or any other person liable, on any of the Buyer's obligations contained herein, or subordinate the payment of it, or any part of it, to the payment of any other debts or claims, that may at any time be due or owing to Debtor or any other person or corporation; (e) release Buyer, as to all or any portion of Buyer's obligations hereby guaranteed; and (f) release, substitute or add any one or more guarantors or endorsers; (ii) no exercise, delay in exercising or non-exercise by Debtor of any right hereby given Debtor, no dealing by Debtor with Principal or another guarantor, endorser of the note evidencing the Purchase Price or any other person, and no change, impairment or release of all or a portion of Buyer's obligations under this Agreement or any amendment, supplement or relate document or suspension of any right or remedy of

Debtor against any person, including, without limitation, Buyer and any other such guarantor, endorser or other person, shall in any way affect any of the obligations of Principal as guarantor hereunder or any security furnished by Principal or give Principal any recourse against Debtor. Principal acknowledges that his obligations hereunder are independent of the obligations of Buyer notwithstanding any exculpation of Buyer. No release of Buyer or any collateral for Buyer's obligations herein, shall in any way impair any subrogation rights of Principal.

ix. Other Contractual Obligations. Buyer and Debtor are parties to that certain Asset Purchase Agreement, and Principal and Debtor are parties to that certain Executive Employment Agreement, each dated March 30, 2018, pursuant to which Debtor acquired the Business from Buyer. Each of these agreements imposes on Buyer or Principal, respectively, certain covenants not to compete with Debtor in the Business, or solicit employees of Debtor. Upon the Effective Date, Debtor waives the application of all such non-competition or similar provisions to the fullest extent necessary to accomplish the purposes of this Agreement during the Interim Management Period. Upon the Closing, all continuing obligations under those agreements shall be waived permanently.

x. Completion of Transaction. Buyer and Debtor shall, immediately upon the Effective Date, prepare and file the appropriate motion(s) to approve the interim management portion of this Agreement, and in bifurcated hearings, the purchase of the Assets of Debtor and exchange of mutual releases and settlement of claims, as provided below. The Closing shall occur no later than fifteen (15) business days following the entry of the Final Sale Order. Buyer, its affiliates and Principal shall upon Closing, waive and release all claims they might have, including without limitation all Claims, and Seller shall waive and release all claims it may have against Buyer, its affiliates and Principal existing as of the date of Closing except for claims relating to our arising out of obligations expressly preserved or provided under this Agreement.

xi. Insurance. Buyer shall, at its sole cost and expense, maintain throughout the Interim Management Period, policies of product liability insurance and general liability insurance in an amount not less than Two Million Dollars (\$2,000,000), from an underwriter acceptable to and naming as loss payees Debtor and Secured Party, and such policies shall provide they may not be cancelled without 30 days' prior written notice to Debtor and Secured Party at the address for notice as set forth herein. Buyer shall also obtain, at its sole cost and expense, throughout the term of this Agreement, workers' compensation insurance as required by law.

xii. Use of Trade Name; Ownership of Intellectual Property. During the Interim Management Period, only Buyer may do business under the name of Debtor. Buyer's use of the trade names of Debtor is by Debtor's permission only, and the parties agree Buyer has no ownership interest in or to such trade names. Buyer further acknowledges and agrees that all intellectual property, including any intellectual property developed by Buyer in the operation of the Business during the Interim Management Period, including but not limited to processes, know-how, data, improvements, trade secrets, logos (for use in Hawaii), trademarks (for use in Hawaii), sales and business plans, business methods, budgets, prices, costs, customer list (for Hawaii), suppliers, and similar data shall be the property of Debtor and be included in the Assets, as listed in Exhibit "D", and transferred to Buyer as of the Closing.

xiii. Buyer Payments and Liabilities. Notwithstanding anything to the contrary herein, Debtor shall not be responsible for any payments to Buyer and no liabilities shall be incurred by Debtor based on this Agreement. Buyer shall only be compensated for fulfillment of Debtor's obligations during the Interim Operating Period by retaining proceeds from operations during the Interim Operating Period and the completion of the Transaction, as set forth herein.

3. Restrictions Upon Authority of Buyer. During the Interim Management Period, Buyer is performing the Debtor's duties and obligations in and under the Unperformed Contracts. Except upon the prior written approval of Debtor, Buyer will not, and has no authority hereunder to: (a) permit any lien arising from Buyer's management of the Unperformed Contracts to encumber any of the Debtor's assets; (b) incur any indebtedness, obligations or expenses not to be paid by Buyer which would be binding upon Debtor (as opposed to Buyer); or (c) institute, pursue, or defend any legal actions or proceedings on behalf of Debtor, including, without limitation, any legal actions for collection of any amounts due to Buyer with respect to the Unperformed Contracts arising prior to the Effective Date. Debtor correspondingly agrees (i) during the Interim Management Period, to maintain in good operational condition, all computer-based records, bidding software, databases, and communication systems currently in place needed for the collection of the Existing A/R, the completion of the Unperformed Contracts or to bid New Contracts and to give Buyer complete and unfettered access to all such systems and data, all files, books and records of Debtor relevant to and required in connection with the collection of the Existing A/R and the operation and management of the Unperformed Contracts and the New Contracts; (ii) to execute all documents or instruments which Buyer deems reasonably necessary or advisable to enable Buyer to properly collect the Existing A/R, perform the Unperformed Contracts and initiate the New Contracts under this Agreement; and (iii) otherwise cooperate with Buyer in all respects in connection with activities undertaken by Buyer in accordance with this Agreement, at no expense to Debtor. Prior to and upon Closing, Debtor and Buyer will work to deliver all such records and systems pertaining specifically to Debtor's operations, separate and apart from the PetersenDean general accounting system, to Buyer, with such delivery to be completed within sixth (60) days following the Close. Debtor acknowledges and agrees that its cooperation in the delivery of such access to the Debtor data and systems is a primary component of the consideration received by Buyer to complete the Transaction.

4. Control. Until the Closing, Debtor neither reserves, nor will it exercise any control over, the methods or actual manner by which Buyer operates the Business or performs the Unperformed Contracts. Buyer, as an independent contractor, has sole control over the methods or manner by which the Business is operated, including but not limited to, whether and on what terms to hire employees, Buyers, or other parties. Moreover, Buyer is responsible for complying with all Federal, State, and local laws and regulations regarding the operation of the Business and the employment of any employees, including, but not limited to complying with all building codes, statutes, and regulations, including but not limited to the Americans With Disabilities Act and all similar federal, state, or municipal codes, payroll taxes, licenses, permits, workers' compensation, unemployment compensation, and temporary disability insurance.

5. Lease Obligations. Notwithstanding any other provision of this Agreement, Debtor acknowledges the Principal's representations that Principal is the owner (either directly or through affiliates) of the leased premises occupied by Debtor in the operation

of the Business, located at 220 Lalo Place, Kahului, HI 96732 and 99-1265 Halawa Valley Street, Aiea, HI 96701, respectively ("Leased Premises"). Buyer agrees that it shall at all times fully and faithfully comply with all terms of any and all leases, including the payment of rent. Debtor acknowledges and agrees that the payment of rent and all lease related expenses for periods following the Effective Date are part of the operating expenses to be paid by Buyer. Notwithstanding anything to the contrary herein, in the event that this Agreement is terminated for any reason, nothing herein shall prevent Debtor or Principal, respectively, from exercising any and all rights that either Debtor or Principal may have with respect to the leases of the Leased Premises in the Bankruptcy Case or otherwise.

6. Indemnification.

a. Indemnification of Debtor. Buyer shall have and hereby accepts full and exclusive responsibility for its own acts and those of its employees, agents, vendors, contractors, and subordinates and agrees to indemnify and hold the Debtor (and its affiliates, officers, directors and shareholders) harmless from and reimburse it for any liabilities, claims, demands, costs, and expenses incident to any claim, loss, damage, or injury of any kind to any person or property because of and due to any act or conduct of Buyer or any of Buyer's employees, agents, vendors, contractors, or other subordinates, or arising out of, or related to the performance of this Agreement, the operation of the Business, and/or the use of the Leased Premises.

b. Indemnification of Buyer. Similarly, Buyer shall have no responsibility for the acts of Debtor and/or its employees, agents, vendors, contractors, and subordinates prior to the Effective Date. Debtor agrees to indemnify and hold Buyer harmless from and reimburse it for any liabilities, claims, demands, costs, and expenses incident to any claim, loss, damage, or injury of any kind to any person or property because of and due to any act or conduct of Debtor or any of Debtor's employees, agents, vendors, contractors, or other subordinates, or arising out of, or related to the operation of the Business and performance of solar and/or solar hot water contracts prior to the Effective Date.

7. Consideration; Terms of Acquisition. As set forth in this Agreement, the parties intend to accomplish the Transaction, under which Buyer as buyer will acquire all the Assets of Buyer (excluding the Rejected Contracts) and Buyer as buyer will pay the Purchase Price into the Debtor's existing lockbox account in the control of Secured Party the total sum of \$1,800,000, without interest, from the collection proceeds of the Existing A/R, provided, however, that at the end of twelve full calendar months following the Effective Date (i.e., July 27, 2021, the "Due Date"), any unpaid balance of the Purchase Price shall be due and payable. During the Interim Management Period, all amounts earned by Buyer from the completion of the New Contracts and the Unperformed Contracts in excess of the Existing A/R ("New Revenue") shall be retained by Buyer, and Debtor and its creditors shall have no claims to those revenues.

ASSET PURCHASE PROVISIONS

8. Transfer of Assets.

a. Purchase and Sale of Assets. On the Closing Date (defined below), in consideration of the covenants, representations and obligations of Buyer hereunder, and

subject to the conditions hereinafter set forth, Debtor shall sell, assign, transfer, convey and deliver to Buyer, and Buyer shall purchase all of Estate's right, title and interest as of the Closing Date in and to the Assets, consisting of all of Debtor's right title and interest in and to those assets listed in the attached Exhibits "A" through "D", inclusive, pursuant to sections 363 and 365 of the Bankruptcy Code, free and clear of all liens, claims and encumbrances.

b. Instruments of Transfer. The sale, assignment, transfer, conveyance and delivery of the Assets to Buyer shall be made by bill of sale and assignment, and such other instruments as may reasonably be requested by Buyer or Debtor.

c. No Assumed Liabilities. Except as specifically provided herein, Buyer is not assuming any liability of Debtor or agreeing to assume and perform any contractual obligation of Debtor, and Buyer shall not be liable for any other liabilities or obligations of Debtor by virtue of the Transaction. For the avoidance of doubt, the Interim Management Provisions in this Agreement are intended to be subsumed into and part of the Transaction as set forth above, and particularly with respect to Secs. 2.a, 2.b.v, vi and viii, and 3.

d. No Representation Regarding Assets. Buyer acknowledges and agrees that the intent of this Agreement is the sale by Debtor and purchase by Buyer of the Assets, excepting the Rejected Contracts, cash and any other assets that are not specifically identified pursuant to the terms of this Agreement. Buyer also acknowledges and agrees that Buyer has substantial knowledge of the Assets apart from any information that may have been provided by Debtor or its representatives and agents. Consequently, the sale of the Assets is on an "as-is, where-is, with all faults" basis, including the responsibility of Buyer to verify the nature, quantity, quality and description of the Assets. The Parties acknowledge and agree that there will be no adjustment of the Purchase Price if the nature, quantity, quality and description of the Assets are other than that anticipated by Buyer, absent fraud.

9. Purchase Price. The consideration to be paid by Buyer to Debtor is (i) payment of the Purchase Price, *i.e.* One Million Eight Hundred Thousand Dollars (\$1,800,000) (the "Purchase Price"), which shall be evidenced by a promissory note reasonable acceptable to Debtor and Secured Party and paid as provided in Secs. 2.v. and 7 above; (ii) the undertaking and performance of the obligations of Buyer during the Interim Management Agreement; and (iii) the mutual waiver and release by Debtor, Buyer and Principal, respectively, of the Claims, as set forth in Sec. 20.

10. Closing of Transaction. The Closing of the Transaction provided for herein (the "Closing") shall take place on the Closing Date, and if required, at such place as mutually agreed upon by Debtor and Buyer, with the written notice to the Secured Party.

a. Closing Date. Following execution of this Agreement, the Debtor will file the necessary motion or motions with the Court to obtain Bankruptcy Court Approval (as defined below) and the sale will close no later than five (5) business days following the entry of the Final Sale Order, as provided in Sec. 14, and the effectiveness of such order has not been stayed by a court of competent jurisdiction ("Closing Date"). Alternatively, the Parties may mutually agree to an extended Closing Date with the written consent of the Secured Party. Until this Agreement is either terminated or the Parties have agreed

upon an extended Closing Date, the Parties shall diligently continue to work to satisfy all conditions to Closing.

b. Debtor's Deliveries to Buyer at Closing. On the Closing Date, Debtor shall cause to be delivered to Buyer the following:

i. An Assignment in the form attached hereto as Exhibit "E" hereto, duly executed by Debtor, pursuant to which Debtor sells and assigns the Assets to Buyer (the "Assignment").

ii. A Bill of Sale in the form attached hereto as Exhibit "F";

iii. Such other instruments of transfer, including without limitation such assignments and consents to assignments as are reasonably requested by Buyer and necessary to transfer to Buyer good, marketable and legal title to all of the Assets, all in forms which are consistent with the terms of this Agreement and are usual and customary for transferring the type of Assets involved under the laws of the jurisdictions applicable to such transfers.

11. Buyer's Deliveries to Debtor at Closing. On the Closing Date, Buyer shall cause the execution and delivery of the promissory note memorializing the Purchase Price, the Assignment Agreement (Exhibit "E" hereto) and the Bill of Sale (Exhibit "F").

12. Sales, Use and Other Taxes. Buyer shall bear and pay any sales or use taxes imposed by the State of Hawaii on the sale of the Assets based upon and to the extent of the consideration allocated to the tangible personal property. Debtor shall report the sale of the Assets on a tax return. Buyer shall reimburse Debtor the full amount of sales taxes due, which Debtor shall in turn pay over to the taxing authority. Buyer shall indemnify Debtor in the event the amount of sales taxes due is increased in a subsequent audit or examination by the taxing authority and shall promptly upon notice from Debtor to Buyer and Secured Party reimburse Debtor for any additional taxes payable. Buyer shall indemnify the Debtor and the Estate against, any other taxes, documentary charges, recording fees or similar taxes, charges, fees or expenses that may become payable in connection with the sale of the Assets under this Agreement.

13. Allocation. The Parties shall, prior to the Closing, agree to the allocation of the consideration referred to in Sec. 9 among the Assets. The allocation as agreed among the Parties shall be conclusive and binding for all purposes, and no Party to this Agreement or any affiliate or shareholder thereof, shall file any tax return or other document with, or make any statement or declaration to, any taxing agency that is inconsistent with such allocation.

14. Conditions Precedent to Closing.

a. Bankruptcy Court Approval; Hearing. Debtor's obligation to sell and Buyer's right to buy is conditioned on the approval of the Bankruptcy Court of the Transaction contemplated by this Agreement ("Bankruptcy Court Approval"). The sale of the Assets is on an emergency basis and so shall not be subject to overbid.

b. Procedure. The ultimate procedure for the approval of the sale shall be determined by the Bankruptcy Court, provided that within one (1) business day following

the full execution of this Agreement, Debtor shall file a motion with the Bankruptcy Court seeking two(2) separate orders following two hearings: (i) an interim order held on shortened time on an emergency basis approving the Interim Management Provisions of this Agreement and (ii) a final order heard in the ordinary course approving the approval of the Asset Purchase Provisions and Compromise and Settlement (Releases) provided for in this Agreement. The motion shall ask the Bankruptcy Court to establish the notice to be given of the final hearing and to set a date and time for that hearing before August 31, 2020. The motion shall seek relief under Sections 105, 363 and 365 of the Bankruptcy Code, as complemented by Bankruptcy Rules 2002, 6003, and 6004 and any corresponding Local Rules.

c. Order. The Sale Approval Order shall further find and order that (i) Debtor has conducted the sale of the Assets in accordance with procedures approved by the Bankruptcy Court; (ii) this Agreement was negotiated, proposed and entered into by Debtor and Buyer without collusion, in good faith and from arm's length bargaining positions; (iii) by entering into this Agreement and by closing the sale of the Assets, Buyer is not acquiring or assuming any of the Debtor's or any other person's liabilities; (iv) Debtor has given adequate notice of the proposed bankruptcy sale of the Assets and mutual settlement and release of claims, of the description of the Assets and the principal terms of the sale, and of the date, time and place of the hearing before the Court to approve the sale; (v) the Court shall retain jurisdiction to resolve any controversy or claim arising out of or relating to this Agreement, or the breach thereof; and (vi) Buyer shall acquire the Assets on an "as is, where is, with all faults" basis, free and clear of all liens, claims, encumbrances, and other interests therein at the Closing, with all such liens, claims, encumbrances, and other interests to attach to the net proceeds of the sale of the Assets in order of their validity, priority, enforceability and amount.

15. Conditions to Debtor's Obligations. Debtor's obligation to make the deliveries required of Debtor at the Closing Date shall be subject to the satisfaction or waiver by Debtor of each of the following conditions:

a. All of the representations and warranties of Buyer contained herein shall continue to be true and correct at the Closing in all material respects.

b. Buyer shall have executed and delivered to Debtor all of those documents, instruments and agreements required to be executed by Buyer to Debtor under Sec. 11.

c. No action, suit or other proceedings shall be pending before any court, tribunal or governmental authority seeking or threatening to restrain or prohibit the consummation of the transactions contemplated by this Agreement, or seeking to obtain substantial damages in respect thereof, or involving a claim that consummation thereof would result in the violation of any law, decree or regulation of any governmental authority having appropriate jurisdiction.

d. The Debtor shall have obtained Bankruptcy Court Approval, as provided above; Debtor reserves the right to abandon the Assets if during his administration of this case, he unilaterally determines there is little or no value in the Assets for the benefit of creditors.

16. Conditions to Buyer's Obligations. Buyer's obligation to make the deliveries required of Buyer at the Closing shall be subject to the satisfaction or waiver by Buyer of each of the following conditions:

a. Debtor shall have executed and delivered to Buyer all of those documents, instruments and agreements required to be executed by Debtor to Buyer under Sect. 10 hereof.

b. The Debtor shall have obtained Bankruptcy Court Approval, as provided above.

17. Debtor's Representations and Warranties. Debtor hereby makes the following representations and warranties to Buyer:

a. Validity of Agreement. Upon obtaining Bankruptcy Court Approval, this Agreement shall constitute the valid and binding obligation of Debtor, enforceable in accordance with its terms.

b. Title. Upon approval of the Bankruptcy Court, at the Closing, Buyer will acquire all of Debtor's right, title and interest in and to all the Assets, free and clear of any liens, claims or encumbrances, as provided in the Sale Approval Order.

c. No Conflicts or Violations. The execution and delivery of this Agreement, the consummation of the transactions herein contemplated, and the performance of, fulfillment of and compliance with the terms and conditions hereof by Debtor do not and will not: (i) conflict with or result in a breach of the articles of organization of Debtor; (ii) violate any statute, law, rule or regulation, or any order, writ, injunction or decree of any court or governmental authority; or (iii) violate or conflict with or constitute a default under any agreement, instrument or writing of any nature to which Debtor is a party or by which Debtor or its assets or properties may be bound.

18. Buyer's and Principal's Representations and Warranties. Buyer and Principal each hereby makes the following representations and warranties to Debtor:

a. Validity of Agreement. This Agreement, when executed and delivered by Buyer and Principal, shall constitute the valid and binding obligation of Buyer and Principal, respectively, enforceable in accordance with its terms.

b. No Conflicts or Violations. The execution and delivery of this Agreement, the consummation of the transactions herein contemplated, and the performance of, fulfillment of and compliance with the terms and conditions hereof by Buyer and Principal does not and will not: (i) conflict with or result in a breach of the articles of organization of Buyer; (ii) violate any statute, law, rule or regulation, or any order, writ, injunction or decree of any court or governmental authority; or (iii) violate or conflict with or constitute a default under any agreement, instrument or writing of any nature to which Buyer or Principal is a party or by which Principal, Buyer or its assets or properties may be bound.

19. "As Is, Where Is" Transaction. The Debtor specifically disclaims (and the Buyer expressly agrees that the Debtor is not making or giving) any covenant, undertaking, representation or warranty, express or implied, in connection with the nature, quantity,

quality and description of the Assets, or the condition, quality, suitability, value, or merchantability of Debtor's interest in or rights to the Assets:

THE BUYER ACKNOWLEDGES AND AGREES THAT: (A) THE SALE OF THE ASSETS TO THE BUYER IS: ON AN "AS IS, WHERE IS" BASIS; WITHOUT ANY REPRESENTATION OR WARRANTY AS TO THE NATURE, QUANTITY, QUALITY OR DESCRIPTION OF THE ASSETS; (B) DEBTOR IS MAKING NO REPRESENTATIONS OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE CONDITION OR VALUE OF THE ASSETS; (C) THE SOLE REPRESENTATIONS AND WARRANTIES OF DEBTOR REGARDING THE ASSETS ARE THOSE SPECIFICALLY PROVIDED IN WRITING IN THIS AGREEMENT AND NO OTHER REPRESENTATIONS OR WARRANTIES ARE TO BE IMPLIED OR INFERRED. BUYER FURTHER ACKNOWLEDGES THAT PRIOR TO THE CLOSING DATE, BUYER HAS CONDUCTED AN INDEPENDENT INVESTIGATION OF ALL RELEVANT MATTERS RELATING TO OR AFFECTING THE ASSETS AS BUYER DEEMED NECESSARY OR APPROPRIATE AND THAT IN PROCEEDING WITH ITS ACQUISITION OF THE ASSETS, BUYER IS DOING SO BASED SOLELY UPON SUCH INDEPENDENT INVESTIGATIONS. ACCORDINGLY, BUYER WILL ACCEPT THE ASSETS AT THE CLOSING "AS IS," "WHERE IS," AND "WITH ALL FAULTS."

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DEBTOR'S INITIALS

BUYER'S INITIALS

20. Release. Except as to such rights or claims as may be created by this Agreement, and only upon the Closing, each of the parties, on behalf of themselves, their officers, partners, members, representatives, agents, assigns, attorneys, heirs and successors in interest, hereby fully release and forever discharge each other and each other's officers, partners, members, representatives, agents, assigns, attorneys, heirs and successors in interest, from and on account of any and all claims (including the Claims) and causes of actions of every kind or nature whatsoever, which they, or any of them, presently have, had, or claim to have, whether known or unknown, arising out of or in any manner whatsoever, directly or indirectly, related to: (i) the Acquisition by Debtor from Buyer in 2018; (ii) the executive employment agreement between Debtor and Principal; (iii) any and all rent pertaining to the Leased Premises; (iv) any claims relating to the employment of Principal by Debtor; or (v) any other claim of whatever nature that might be made by the Parties in the Bankruptcy Case or otherwise arising prior to Closing (collectively "Claims").

The Parties are aware that they may hereafter discover claims or facts in addition to or different from those the Parties know or believe to be true with respect to the matters released herein. Nevertheless, it is the Parties' intention to fully, finally, and forever settle and release all such matters and claims relative thereto, which do now exist, may exist, or heretofore have existed. In furtherance of such intention, the release given herein shall be and remain in effect as a full and complete release of all such matters notwithstanding the discovery or existence of any additional or different claims or facts relative thereto. Accordingly, the Parties specifically waive the benefit of the provisions of Section 1542 of the Civil Code of the State of California, which provides as follows:

quality and description of the Assets, or the condition, quality, suitability, value, or merchantability of Debtor's interest in or rights to the Assets:

THE BUYER ACKNOWLEDGES AND AGREES THAT: (A) THE SALE OF THE ASSETS TO THE BUYER IS: ON AN "AS IS, WHERE IS" BASIS; WITHOUT ANY REPRESENTATION OR WARRANTY AS TO THE NATURE, QUANTITY, QUALITY OR DESCRIPTION OF THE ASSETS; (B) DEBTOR IS MAKING NO REPRESENTATIONS OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE CONDITION OR VALUE OF THE ASSETS; (C) THE SOLE REPRESENTATIONS AND WARRANTIES OF DEBTOR REGARDING THE ASSETS ARE THOSE SPECIFICALLY PROVIDED IN WRITING IN THIS AGREEMENT AND NO OTHER REPRESENTATIONS OR WARRANTIES ARE TO BE IMPLIED OR INFERRED. BUYER FURTHER ACKNOWLEDGES THAT PRIOR TO THE CLOSING DATE, BUYER HAS CONDUCTED AN INDEPENDENT INVESTIGATION OF ALL RELEVANT MATTERS RELATING TO OR AFFECTING THE ASSETS AS BUYER DEEMED NECESSARY OR APPROPRIATE AND THAT IN PROCEEDING WITH ITS ACQUISITION OF THE ASSETS, BUYER IS DOING SO BASED SOLELY UPON SUCH INDEPENDENT INVESTIGATIONS. ACCORDINGLY, BUYER WILL ACCEPT THE ASSETS AT THE CLOSING "AS IS," "WHERE IS," AND "WITH ALL FAULTS."

DEBTOR'S INITIALS



BUYER'S INITIALS

20. **Release.** Except as to such rights or claims as may be created by this Agreement, and only upon the Closing, each of the parties, on behalf of themselves, their officers, partners, members, representatives, agents, assigns, attorneys, heirs and successors in interest, hereby fully release and forever discharge each other and each other's officers, partners, members, representatives, agents, assigns, attorneys, heirs and successors in interest, from and on account of any and all claims (including the Claims) and causes of actions of every kind or nature whatsoever, which they, or any of them, presently have, had, or claim to have, whether known or unknown, arising out of or in any manner whatsoever, directly or indirectly, related to: (i) the Acquisition by Debtor from Buyer in 2018; (ii) the executive employment agreement between Debtor and Principal; (iii) any and all rent pertaining to the Leased Premises; (iv) any claims relating to the employment of Principal by Debtor; or (v) any other claim of whatever nature that might be made by the Parties in the Bankruptcy Case or otherwise arising prior to Closing (collectively "Claims").

The Parties are aware that they may hereafter discover claims or facts in addition to or different from those the Parties know or believe to be true with respect to the matters released herein. Nevertheless, it is the Parties' intention to fully, finally, and forever settle and release all such matters and claims relative thereto, which do now exist, may exist, or heretofore have existed. In furtherance of such intention, the release given herein shall be and remain in effect as a full and complete release of all such matters notwithstanding the discovery or existence of any additional or different claims or facts relative thereto. Accordingly, the Parties specifically waive the benefit of the provisions of Section 1542 of the Civil Code of the State of California, which provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

GENERAL PROVISIONS

21. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Nevada, the United States Bankruptcy Code, the Federal Bankruptcy Rules of Bankruptcy Procedure, the Federal Rules of Civil Procedure and the Federal Rules of Evidence and the Local Rules of Bankruptcy Procedure for the District of Nevada.

22. Modification. This Agreement may be modified, amended or supplemented only by a written instrument duly executed by all the parties hereto and approved by the United States Bankruptcy Court, District of Nevada.

23. Closing Date. All actions to be taken on the Closing pursuant to this Agreement shall be deemed to have occurred simultaneously at 12:01 AM PDT on the Closing Date, and no act, document or transaction shall be deemed to have been taken, delivered or effected until all such actions, documents and transactions have been taken, delivered or effected.

24. Severability. Should any term, provision or paragraph of this Agreement be determined to be illegal or void or of no force and effect, the balance of the Agreement shall survive.

25. Captions. All captions and headings contained in this Agreement are for convenience of reference only and shall not be construed to limit or extend the terms or conditions of this Agreement.

26. Further Assurances. Each party hereto will execute, acknowledge and deliver any further assurance, documents and instruments reasonably requested by any other party hereto for the purpose of giving effect to the transactions contemplated herein or the intentions of the parties with respect thereto.

27. Waiver. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of other provisions, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

28. Payment of Fees and Expenses. Each party to this Agreement shall be responsible for, and shall pay, all of its own fees and expenses, including those of its counsel, incurred in the negotiation, preparation and consummation of the Agreement and the transaction described herein.

29. Survival. Except for the covenants and agreements to be performed after the Closing Date, none of the respective representations, warranties, covenants and

agreements of Debtor and Buyer herein, or in any certificates or other documents delivered prior to or at the Closing, shall survive the Closing.

30. Assignments. Except as specifically provided otherwise in this Agreement, neither this Agreement nor any interest herein shall be assignable (voluntarily, involuntarily, by judicial process, operation of law or otherwise), in whole or in part, by Buyer without first obtaining the prior written consent of Debtor and Secured Party.

31. Binding Effect. This Agreement shall bind and inure to the benefit of the respective heirs, personal representatives, successors, and assigns of the parties hereto.

32. Good Faith. All parties hereto agree to do all acts and execute all documents required to carry out the terms of this Agreement and to act in good faith with respect to the terms and conditions contained herein before and after the Closing.

33. Construction. In the interpretation and construction of this Agreement, the parties acknowledge that the terms hereof reflect extensive negotiations between the parties and that this Agreement shall not be deemed, for the purpose of construction and interpretation, drafted by either party hereto.

34. Signing. This Agreement may be executed by facsimile, .pdf e-mail or in electronic form and in counterparts, in which such case, such faxed or e-mailed signatures shall be deemed originals and all such counterparts, when taken together, shall be deemed a single instrument.

35. Time is of the Essence. Time is of the essence in this Agreement, and all of the terms, covenants and conditions hereof.

36. Tax Effect. None of the parties (nor such parties' counsel or accountants) has made or is making in this Agreement any representation to any other party (or such party's counsel or accountants) concerning any of the tax effects or consequences on the other party of the transactions provided for in this Agreement. Each party represents that it has obtained, or may obtain, independent tax advice with respect thereto and upon which it, if so obtained, has solely relied.

37. Bankruptcy Court Jurisdiction. **BUYER AND DEBTOR AGREE THAT THE BANKRUPTCY COURT SHALL HAVE EXCLUSIVE JURISDICTION OVER ALL DISPUTES AND OTHER MATTERS RELATING; TO (i) THE INTERPRETATION AND ENFORCEMENT OF THIS AGREEMENT OR ANY ANCILLARY DOCUMENT EXECUTED PURSUANT HERETO; AND/OR (ii) THE ASSETS, AND BUYER EXPRESSLY CONSENTS TO AND AGREES NOT TO CONTEST SUCH EXCLUSIVE JURISDICTION.**

38. Notices; Time of Delivery; Addresses. Any notice, approval, consent, demand, request or communication required or permitted to be given under this Agreement shall be in writing, shall be addressed to the address(es) set forth below (as amended from time to time), shall be sent in one of the following manners, and shall be deemed to have been duly given or made as of: (i) if delivered personally by courier or otherwise, then as of the date delivered or if delivery is refused, then as of the date presented; (ii) if sent or mailed by FedEx, UPS, Express Mail or other overnight mail service that provides written

confirmation of receipt, then as of the date received; (iii) if mailed by certified U.S. Mail, return receipt requested, then as of the date of actual delivery; or (iv) if sent by facsimile or e-mail address(es), then either (a) as of the date on which the appropriate electronic confirmation of receipt is received by the sending party at or before 5:00 PM. (recipient's time) on any business day, or (b) as of the next business day if the time of the appropriate electronic confirmation of receipt received by the sending party is after 5:00 PM. (recipient's time) or is not a business day; provided, however, that no notice, approval, consent, demand, request or other communication delivered by e-mail shall be of any force or effect unless on its face it clearly states that it is intended to constitute a formal notice, approval, consent, demand, request or other communication under this Agreement. All notices shall be addressed as follows:

Buyer:	Haleakala Solar, Inc. 220 Ialo Street, Suite 1 Kahului, HA 96732 Attn: James Whitcomb Telephone: (808) 446-7341 Email: jw@haleakalasolar.com
Principal	James Whitcomb 661 Kaapuni Place Kihei, Hi. 96753 Telephone: (808) 870-0577 Email: jw@haleakalasolar.com
With a copy to:	James P. Hill Sullivan Hill Rez & Engel, APLC 600 B Street, Suite 1700 San Diego, California 92101 Telephone: (619) 595-3226 Email: hill@sullivanhill.com
Debtor:	PetersenDean Hawaii, LLC George Milionis, Esq. General Counsel 39300 Civic Center Drive, Suite 300 Fremont, CA 94538 Telephone: (510) 371-6555 Email: gmilionis@petersendean.com
With a copy to:	Brett Axelrod Fox Rothschild, LLP 1980 Festival Plaza Drive, Suite 700 Las Vegas, NV 89135 Telephone: (702) 262-6899 Email: baxelrod@foxrothschild.com

Secured Party

ACF FINCO I, LP
c/o Andres Pinter
Ares Management LLC
800 Corporate Pointe, 3rd Floor
Culver City, CA 90230
Telephone: (310) 201-4235
Email: apinter@aresmgmt.com

With a copy to

William M. Noall
Garman Turner Gordon LLP
7251 Amigo Street, Suite 210
Las Vegas, Nevada 89119
(725) 244-4575 Email: wnoall@gtg.legal

39. Waiver. Neither a course of conduct nor any waiver by either party with respect to a default or breach of any provision of this Agreement by the other party shall operate or be construed as a waiver of any subsequent default or breach or as a modification of this Agreement.

40. Entire Agreement; Modification. This Agreement shall constitute the entire agreement between the parties with respect to its subject matter. This Agreement may be amended only by a written agreement executed by the parties hereto and may not be terminated except as provided herein or by an agreement in writing signed by all parties by their respective duly authorized officers.

[REMAINDER OF PAGE INTENTIONALLY BLANK

SIGNATURES APPEAR ON FOLLOWING PAGE(S)]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first above written.

Haleakela Solar, Inc.
a Hawaii corporation

PetersenDean Hawaii, LLC,
a Hawaii limited liability company

By: 

Name: JAMES WHITCOMB

By: _____

Name: _____


James Whitcomb

ACKNOWLEDGEMENT AND CONSENT

The undersigned is the primary secured lender ("Secured Party") to Debtor and to the other debtors subject to joint administration of the Bankruptcy Court. Secured Party hereby consents to the Transaction as set forth in the Agreement. Secured Party acknowledges and agrees (i) that Buyer will use assets of the Debtor's estate in order to fulfill its obligations hereunder; (ii) and will perform services to complete the Unperformed Contracts, which will generate the New Revenue; and (iii) that Secured Party will have no claim to the New Revenue, which will be owned entirely by Buyer without lien or interest of Secured Party or any third party.

ACF Finco I, LP

By: _____

[SIGNATURE PAGE TO ASSET PURCHASE AND INTERIM MANAGEMENT AGREEMENT]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first above written.

Haleakela Solar, Inc.
a Hawaii corporation

PetersenDean Hawaii, LLC,
a Hawaii limited liability company

By: _____

By: Jeffrey Perea

Name: _____

Name: Jeffrey Perea

James Whitcomb

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ACF Finco I, LP

By:  _____

[SIGNATURE PAGE TO ASSET PURCHASE AND INTERIM MANAGEMENT AGREEMENT]

Exhibit "A"
List of Unperformed Contracts

EXHIBIT A-1

Job Name	Job#	Division	Queue Level	Financing	Amount Financed	Contract Value	Billed To Date	Balance Due
Steven Rousso SOLAR-COMBO	3808.00	74	6	Cash	\$0.00	\$36,519.00	\$31,191.15	\$17,759.50
Jack Linklater SOLAR-COMBO	3859.00	74	8	Cash	\$0.00	\$34,751.00	\$34,751.00	\$5,062.65
Scott Koeberle SOLAR-COMBO	3867.00	74	7	Cash	\$0.00	\$59,749.48	\$59,749.48	\$8,812.42
Steven Mates SOLAR-COMBO	3901.00	74	7	Cash	\$0.00	\$51,797.40	\$44,177.79	\$7,619.61
Stevan O'Neill SOLAR-COMBO	3972.00	74	7	Cash	\$0.00	\$36,414.20	\$36,414.20	\$17,707.10
James & Daniel Perry SOLAR	4045.00	74	7	Cash	\$0.00	\$41,504.00	\$41,504.00	\$6,075.60
Mike Peterson SOLAR-COMBO	4073.00	74	7	Cash	\$0.00	\$44,290.20	\$44,290.20	\$21,645.10
Myles Ikeda SOLAR-COMBO SLF ZD	3935.00	74	2	Sunlight Fin	\$0.00	\$39,379.00	\$0.00	\$39,379.00
Doug Ashmore SOLAR-COMBO SFC ZD	3838.00	74	7	Svc Fin Co	\$37,629.00	\$37,629.00	\$37,629.00	\$1,505.16
Leilani Meyer SOLAR-COMBO	4342.00	77	4	Cash	\$0.00	\$35,319.20	\$18,159.60	\$34,319.20
Karen Smith SOLAR-COMBO	4437.00	77	6	Cash	\$0.00	\$34,252.68	\$17,626.34	\$16,626.34
Roy Sabalboro SHW-RPD	3248.00	77	7	Cash	\$0.00	\$7,303.66	\$4,026.83	\$4,026.83
Allen R Pantaleon SOLAR	3431.00	77	3	Cash	\$0.00	\$14,258.33	\$12,269.59	\$6,629.16
David H Baker SOLAR-COMBO SLF	3450.00	77	9	Cash	\$29,699.55	\$37,349.55	\$37,349.55	\$2,700.00
Kathy Ogata SHW	3609.01	77	6	Cash	\$0.00	\$8,617.80	\$4,308.90	\$4,308.90
Dolores Lum SHW RPD	3683.00	77	9	Cash	\$0.00	\$7,989.53	\$7,989.53	\$3,369.77
Renee Morimoto SOLAR-COMBO SF	3691.00	77	8	Cash	\$75,000.00	\$79,098.74	\$79,098.74	\$37,500.00
Dustin Hokama SOLAR-COMBO	3920.00	77	4	Cash	\$0.00	\$41,253.62	\$33,641.19	\$21,052.92
Lora & Roland Kanno SOLAR-COMBO	4035.00	77	6	Cash	\$0.00	\$77,798.60	\$66,278.81	\$38,399.30
Jeff Tonkel SOLAR	4044.00	77	7	Cash	\$0.00	\$29,880.00	\$29,880.00	\$14,440.00
Russell Ishizuka SOLAR-COMBO	4110.00	77	5	Cash	\$0.00	\$30,539.89	\$15,769.94	\$29,539.89
Gene Castagnetti SOLAR-COMBO	4158.00	77	6	Cash	\$0.00	\$57,502.83	\$41,114.19	\$32,906.25
Eddie Mamoad SOLAR-COMBO	4201.00	77	6	Cash	\$0.00	\$57,394.60	\$29,197.30	\$28,197.30
Christine Lutz SOLAR-COMBO	4208.00	77	5	Cash	\$0.00	\$76,616.60	\$76,616.60	\$39,258.30
Beverly Chang SOLAR-COMBO	4210.00	77	6	Cash	\$0.00	\$47,700.60	\$24,350.30	\$46,700.60
Jacqueline Hayashibara SOLAR-COMBO	4268.00	77	9	Cash	\$0.00	\$35,627.48	\$35,627.48	\$5,194.12
Barney Shiraishi SOLAR-COMBO	4270.00	77	8	Cash	\$0.00	\$34,634.76	\$34,634.76	\$16,817.38
Anthony Young SOLAR-COMBO	4300.00	77	6	Cash	\$0.00	\$38,406.04	\$19,313.74	\$19,092.30
Perfecto & Sergia Inciong SHW RPD	4319.00	77	8	Cash	\$0.00	\$7,413.61	\$7,413.62	\$4,081.80
Perfecto & Sergia Inciong SHW RPD	4320.00	77	8	Cash	\$0.00	\$7,413.61	\$7,413.62	\$4,081.80
Gene Yoshinaga SOLAR-COMBO	4359.00	77	6	Cash	\$0.00	\$48,594.44	\$24,797.22	\$23,797.22
Matt Trinacty SOLAR	4380.00	77	4	Cash	\$0.00	\$17,357.18	\$1,000.00	\$16,357.18
Donald Kanoa SOLAR-COMBO	4388.00	77	5	Cash	\$0.00	\$31,866.18	\$1,000.00	\$30,866.18
Raleigh Wong SOLAR-COMBO	4390.00	77	9	Cash	\$0.00	\$43,493.60	\$43,493.60	\$6,374.04
Chris Ulcak SOLAR	4395.00	77	4	Cash	\$0.00	\$32,446.80	\$1,000.00	\$31,446.80
Harold Haga SOLAR-COMBO	4398.00	77	2	Cash	\$0.00	\$30,482.17	\$1,000.00	\$30,482.17
Patricia HEE SHW RPD	4411.00	77	9	Cash	\$0.00	\$7,413.61	\$7,413.61	\$4,081.80
Kel Kado SHW RPD	4414.00	77	9	Cash	\$0.00	\$7,303.66	\$3,276.83	\$4,026.83
Steven Businger SOLAR	4418.00	77	6	Cash	\$0.00	\$18,577.00	\$9,788.50	\$17,577.00
Jayzlyn-Aleigh Gonsalves SLR-COMBO	4433.00	77	6	Cash	\$0.00	\$77,498.64	\$39,249.32	\$38,249.32
Thomas Leong SOLAR	4438.00	77	7	Cash	\$0.00	\$11,094.95	\$6,047.48	\$5,047.47
Roland Sakuma SOLAR-COMBO	4440.00	77	7	Cash	\$0.00	\$55,948.60	\$28,449.30	\$27,449.30
Ken Suyama SOLAR-COMBO	4441.00	77	7	Cash	\$0.00	\$36,319.00	\$18,659.50	\$17,659.50
Clark Trafford SOLAR-COMB SFC ZD	4443.00	77	6	Cash	\$0.00	\$59,950.30	\$29,975.15	\$59,950.30
Russell Lapierre SOLAR	4444.00	77	5	Cash	\$0.00	\$20,900.00	\$1,000.00	\$19,900.00

Job Name	Job#	Division	Queue Level	Financing	Amount Financed	Contract Value	Billed To Date	Balance Due
Al Hee SOLAR-COMBO	4459.00	77	5	Cash	\$0.00	\$104,690.59	\$1,000.00	\$103,690.59
Tom Ingram SOLAR-COMBO	4463.00	77	5	Cash	\$0.00	\$56,751.40	\$1,000.00	\$55,751.40
Sean Ishii	4481.00	77	5	Cash	\$0.00	\$7,362.00	\$2,976.00	\$4,386.00
Dianne Stewart SOLAR	4484.00	77	2	Cash	\$0.00	\$13,433.40	\$1,000.00	\$12,433.40
Edwin Goto SHW RPD	4489.00	77	6	Cash	\$0.00	\$6,613.36	\$2,681.68	\$3,931.68
Edric Ching SHW RPD	4490.00	77	5	Cash	\$0.00	\$7,979.84	\$3,364.92	\$4,614.92
David D'Avirro SOLAR-COMBO	4493.00	77	5	Cash	\$0.00	\$32,087.50	\$1,000.00	\$31,087.50
Chirtana Griffin SOLAR	4495.00	77	5	Cash	\$0.00	\$26,458.50	\$1,000.00	\$25,458.50
Daryl Kral SHW RPD	4507.00	77	2	Cash	\$0.00	\$7,015.08	\$2,882.54	\$4,132.54
Linda Kiyotoki SOLAR	4513.00	77	2	Cash	\$0.00	\$20,220.48	\$1,000.00	\$19,220.48
Teresa Gaston SHW RPD	4514.00	77	2	Cash	\$0.00	\$7,276.17	\$3,013.09	\$4,263.08
DanHetrick-BT	17724.00	77	6	Cash	\$0.00	\$29,800.00	\$1,000.00	\$28,800.00
Bruce Altenhoff SOLAR-COMBO GS	3517.00	77	7	Greensky Reg	\$32,500.00	\$32,453.95	\$32,453.95	\$9,736.19
Roy K Nagasawa SOLAR-COMBO GS	3666.00	77	9	Greensky Reg	\$35,500.00	\$34,476.12	\$34,476.12	\$7,057.65
Phillip Acierito SOLAR-COMBO GS ZD	3940.00	77	6	Greensky Reg	\$59,000.00	\$41,603.91	\$20,801.96	\$20,801.95
Nicki Brown SOLAR-COMBO SFC/GS ZD	4176.00	77	9	Greensky Reg	\$0.00	\$70,139.00	\$70,139.00	\$53,389.00
Janice Imamura SOLAR-COMBO GS ZD	4185.00	77	6	Greensky Reg	\$34,645.80	\$34,645.80	\$29,448.93	\$6,987.90
John Kaai, Jr. SOLAR-COMBO GS ZD	4434.00	77	6	Greensky Reg	\$41,074.00	\$41,074.00	\$20,537.00	\$41,074.00
Rick Oshiro SOLAR-COMBO	3787.00	77	6	Hawaii Credi	\$0.00	\$63,774.66	\$54,358.46	\$52,774.66
Michael Gaston SLR-SLF-ZD-CMB SHW	3167.00	77	7	Sunlight Fin	\$34,175.05	\$34,175.05	\$29,048.80	\$34,175.05
Dori Demello SOLAR-SLF-COMBO- B	3219.00	77	6	Sunlight Fin	\$69,617.00	\$69,617.00	\$59,174.45	\$69,617.00
John Long SOLAR-COMBO SLF	3475.00	77	7	Sunlight Fin	\$27,840.20	\$27,840.20	\$23,664.17	\$27,840.20
Harriet Clement SHW RPD	3571.02	77	8	Sunlight Fin	\$7,810.00	\$8,560.00	\$8,560.00	\$4,655.00
Nani Durante SOLAR-COMBO SLF	3804.00	77	8	Sunlight Fin	\$34,365.84	\$34,365.85	\$29,210.98	\$34,365.85
John S Endicott SOLAR-COMBO SLF ZD	3823.00	77	6	Sunlight Fin	\$66,134.39	\$66,134.39	\$33,067.20	\$66,134.39
Eli Low SOLAR-COMBO SLF ZD	4469.00	77	6	Sunlight Fin	\$63,068.36	\$63,068.36	\$31,534.18	\$63,068.36
Ponciano Mencias SHW RPD SFC ZD	4397.00	77	1	Svc Fin Co	\$0.00	\$14,735.00	\$0.00	\$14,735.00
Michael Gaston SHW-SFC-ZD-CMB S	3167.01	77	8	Svc Fin Co	\$7,354.00	\$7,354.00	\$7,354.00	\$7,354.00
Silver BaldonadoSHW-SFC-ZD-CMB RPD	3169.00	77	8	Svc Fin Co	\$0.00	\$11,572.00	\$11,572.00	\$0.00
Debbie Uyematsu SOLAR-SFC-ZD	3186.00	77	4	Svc Fin Co	\$68,997.13	\$41,100.72	\$34,935.61	\$41,100.72
Calvin Maeda SOLAR-COMBO SFC	3362.00	77	7	Svc Fin Co	\$49,666.32	\$49,666.32	\$0.00	\$49,666.32
Calvin Maeda SHW SFC RPD	3362.01	77	7	Svc Fin Co	\$7,329.97	\$8,079.97	\$0.00	\$8,079.97
William Centeio SOLAR-COMBO SFC ZD	3597.00	77	8	Svc Fin Co	\$43,450.36	\$43,450.36	\$38,161.12	\$43,450.36
Giancarlo Gines SOLAR-COMBO SF	3775.00	77	7	Svc Fin Co	\$61,490.00	\$44,946.00	\$38,204.10	\$44,946.00
George Lumpkin SOLAR COMBO-SFC ZD	3812.00	77	6	Svc Fin Co	\$39,213.01	\$34,324.49	\$34,324.49	\$34,324.49
Norita Omoto SOLAR-COMBO SFC ZD	3824.00	77	9	Svc Fin Co	\$33,757.00	\$33,757.50	\$33,757.50	\$1,460.01
Byron Logan SOLAR-COMBO SFC ZD	3889.00	77	5	Svc Fin Co	\$36,655.00	\$28,515.00	\$27,593.63	\$921.37
Bryon Logan SHW RPD SFC ZD	3891.00	77	5	Svc Fin Co	\$36,655.00	\$8,890.00	\$7,218.63	\$1,671.37
Bennet Mathias SOLAR-COMBO SFC	3924.00	77	8	Svc Fin Co	\$31,145.60	\$32,164.80	\$29,798.55	\$30,145.60
Stan Shimaura SOLAR-COMBO SFC ZD	3925.00	77	6	Svc Fin Co	\$33,957.40	\$33,957.40	\$32,488.74	\$1,468.66
John Ricks SOLAR-COMBO SFC ZD	3927.00	77	8	Svc Fin Co	\$31,453.52	\$31,453.52	\$31,453.52	\$1,572.68
Karen Goo SOLAR-COMBO SFC ZD	3956.00	77	7	Svc Fin Co	\$49,936.60	\$49,379.14	\$47,439.77	\$49,379.14
Debbie Duffer SOLAR-COMBO SFC ZD	4041.00	77	9	Svc Fin Co	\$38,994.40	\$38,994.40	\$38,994.40	\$1,842.49
Linda Kamimoto SOLAR-COMBO SFC ZD	4048.00	77	9	Svc Fin Co	\$66,780.25	\$77,822.13	\$77,822.13	\$13,963.52
Nicholas Hottendorf SLR-COM SFC ZD	4075.00	77	4	Svc Fin Co	\$0.00	\$67,272.40	\$66,217.35	\$67,272.40

PDHW

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8/11/2020

Job Name	Job#	Division	Queue Level	Financing	Amount Financed	Contract Value	Billed To Date	Balance Due
Nicholas Hottendorf SHW RPD SFC ZD	4085.00	77	5	Svc Fin Co	\$0.00	\$8,478.50	\$6,582.45	\$8,478.50
Jay Behrens SOLAR-COMBO SFC ZD	4100.00	77	8	Svc Fin Co	\$0.00	\$56,017.41	\$56,017.41	\$2,800.90
Patricia Calhau SOLAR-COMBO SFC ZD	4115.00	77	9	Svc Fin Co	\$62,317.01	\$62,317.01	\$62,317.01	\$2,805.71
Jennifer Liu SOLAR-COMBO SFC	4130.00	77	6	Svc Fin Co	\$56,651.90	\$66,651.90	\$63,319.31	\$65,651.90
Kelli Goya SOLAR-COMBO SFC ZD	4133.00	77	8	Svc Fin Co	\$0.00	\$34,254.20	\$34,254.20	\$1,481.49
Emma Bolland SOLAR-COMBO SFC	4168.00	77	2	Svc Fin Co	\$0.00	\$34,687.48	\$1,000.00	\$33,687.48
Imelda Sanchez SHW SFC ZD	4180.00	77	7	Svc Fin Co	\$6,045.00	\$6,795.00	\$5,742.75	\$1,052.25
James Tapeac SOLAR-COMBO SFC ZD	4184.00	77	5	Svc Fin Co	\$42,959.00	\$42,959.00	\$0.00	\$42,959.00
Chris Shimamoto SOLAR SFC	4187.00	77	6	Svc Fin Co	\$19,661.60	\$20,661.60	\$19,628.52	\$19,661.60
Imelda Sanchez SOLAR-COMBO SFC ZD	4194.00	77	7	Svc Fin Co	\$37,691.00	\$37,691.00	\$35,806.45	\$2,143.97
Shanika Velez SOLAR-COMBO SFC	4205.00	77	7	Svc Fin Co	\$55,000.00	\$56,739.00	\$56,739.00	\$55,739.00
Rohitashva Sharma SOLAR-COMBO SFC ZD	4230.00	77	7	Svc Fin Co	\$91,007.00	\$91,007.00	\$91,007.00	\$4,058.44
Kevin Garcia SHW RPD SFC	4244.00	77	7	Svc Fin Co	\$29,054.40	\$8,890.00	\$8,890.00	\$8,890.00
Kevin Garcia SOLAR SFC	4245.00	77	7	Svc Fin Co	\$29,054.40	\$21,914.40	\$21,914.40	\$20,914.40
Ellen Rego SOLAR-COMBO SFC ZD	4274.00	77	8	Svc Fin Co	\$38,313.40	\$38,313.40	\$38,313.40	\$1,676.21
Paulo Peterson SOLAR-COMBO SFC	4281.00	77	9	Svc Fin Co	\$55,259.00	\$56,259.00	\$56,259.00	\$0.00
Joseph Manuel SOLAR-COMBO SFC	4291.00	77	6	Svc Fin Co	\$45,000.00	\$62,749.00	\$31,874.50	\$61,749.00
Joseph Manuel SHW RPD ZD	4292.00	77	6	Svc Fin Co	\$45,000.00	\$12,134.42	\$5,692.21	\$12,134.42
Elpidio Macaraeg SOLAR-COMBO SFC ZD	4293.00	77	6	Svc Fin Co	\$32,739.00	\$32,739.00	\$16,369.50	\$32,739.00
Dennis McPhee SOLAR-COMBO SFC ZD	4294.00	77	9	Svc Fin Co	\$43,459.00	\$43,459.00	\$43,459.00	\$1,879.59
Jayson Panglinan SHW RPD SFC ZD	4297.00	77	2	Svc Fin Co	\$0.00	\$9,290.00	\$0.00	\$9,290.00
Ben & Milagros Tabin SOLARCOMBO SFC	4310.00	77	7	Svc Fin Co	\$38,560.00	\$39,560.00	\$20,280.00	\$38,560.00
Alfred Souza SOLAR-COMBO SFC ZD	4324.00	77	5	Svc Fin Co	\$54,351.00	\$48,051.00	\$24,025.50	\$48,051.00
Diane & Michael Oshiro SOLAR SFC-ZD	4328.00	77	6	Svc Fin Co	\$31,153.40	\$22,498.40	\$21,781.87	\$716.53
Anthony Young SHW	4330.00	77	7	Svc Fin Co	\$7,553.92	\$7,553.92	\$3,776.96	\$7,164.64
Ronald Stangeland SOLAR-COMBO GS ZD	4339.00	77	6	Svc Fin Co	\$42,169.00	\$42,169.00	\$21,084.50	\$42,169.00
Daniel Schwarz SOLAR-COMBO SFC ZD	4353.00	77	8	Svc Fin Co	\$86,433.00	\$86,433.00	\$86,433.00	\$3,943.51
Jeffrey Moore SOLAR-COMBO SFC ZD	4360.00	77	6	Svc Fin Co	\$42,551.50	\$42,551.50	\$21,275.75	\$42,551.50
Bob Makahilahia SOLAR-COMBO SFC ZD	4366.00	77	9	Svc Fin Co	\$46,632.90	\$38,904.40	\$38,904.40	\$38,904.40
Dave Mitsunaga SOLAR-COMBO SFC ZD	4374.00	77	3	Svc Fin Co	\$49,058.49	\$42,661.50	\$0.00	\$42,661.50
Dave Mitsunaga SHW RPD COMBO SFC ZD	4375.00	77	3	Svc Fin Co	\$49,058.49	\$6,396.99	\$0.00	\$6,396.99
Frances Ferreira SOLAR-COMBO SFC ZD	4384.00	77	9	Svc Fin Co	\$33,113.90	\$33,113.90	\$33,113.91	\$1,432.17
Tod Takahashi SOLAR-COMBO SFC ZD	4421.00	77	6	Svc Fin Co	\$48,823.00	\$48,823.00	\$46,711.41	\$2,111.59
Francoise Arrisgado SOL-COMBO SFCZD	4422.00	77	6	Svc Fin Co	\$62,327.75	\$62,327.75	\$31,163.88	\$62,327.75
Diana Oshiro SHW RPD	4431.00	77	5	Svc Fin Co	\$31,153.40	\$9,405.00	\$7,938.47	\$1,466.53
James Smith SOLAR-COMB SFC	4452.00	77	6	Svc Fin Co	\$74,207.96	\$75,207.96	\$38,103.98	\$74,207.96
Roslyn Catracchia SHW RPD SFC	4454.00	77	7	Svc Fin Co	\$13,088.00	\$7,294.00	\$3,272.00	\$7,294.00
Roslyn Catracchia SHW RPD SFC	4455.00	77	7	Svc Fin Co	\$13,088.00	\$7,294.00	\$3,272.00	\$7,294.00
Mark Marini SHW RPD	4464.00	77	7	Svc Fin Co	\$81,326.85	\$8,893.85	\$4,071.93	\$8,893.85
Mark Marini SOLAR-COMBO SFC ZD	4465.00	77	6	Svc Fin Co	\$81,326.85	\$73,183.00	\$36,591.50	\$73,183.00
Natalie Van Hooser SLR-COM SFC ZD	4479.00	77	2	Svc Fin Co	\$69,090.67	\$61,267.64	\$0.00	\$61,267.64
Natalie Van Hooser SHW RPD SFC ZD	4480.00	77	2	Svc Fin Co	\$69,090.67	\$8,721.00	\$0.00	\$8,721.00
					\$	\$ 4,823,021.03	\$ 3,300,704.09	\$ 3,040,986.22

EXHIBIT A-2

Job Name	Job#	Division	Queue Level	Financing	Amount Financed	Contract Value	Billed To Date	Balance Due
Hauiki Guard House	3338.00	10	8	Cash	\$0.00	\$22,502.16	\$10,696.91	\$11,805.25
Shawn Privratsky SOLAR	3480.00	75	9	Cash	\$0.00	\$46,706.74	\$45,706.73	\$1,000.01
Dawn Roberts SOLAR-COMBO	3521.00	75	8	Cash	\$0.00	\$66,759.85	\$66,895.88	\$32,879.92
Gerald Klappert SOLAR-COMBO	3774.00	75	9	Cash	\$0.00	\$103,636.76	\$103,636.76	\$15,395.51
Erick Averna SOLAR-COMBO	3877.00	75	6	Cash	\$0.00	\$93,006.79	\$47,003.40	\$46,003.39
Tammy Gonsalves BATTERY SFC ZD	4026.00	75	6	Svc Fin Co	\$0.00	\$13,999.00	\$13,299.05	\$13,999.00
Tammy Gonsalves BATTERY	4029.00	75	6	Cash	\$0.00	\$13,999.00	\$7,499.50	\$12,999.00
Donald Decoite SOLAR-COMBO	4156.00	75	8	Cash	\$0.00	\$102,995.00	\$87,695.75	\$50,997.50
Brandon McCormick SHW RPD	4256.00	75	8	Cash	\$0.00	\$7,909.40	\$3,579.70	\$4,329.70
Lan Harper SOLAR-COMBO SFC ZD	4302.00	75	6	Svc Fin Co	\$96,593.00	\$91,281.00	\$48,296.50	\$91,281.00
Deborah Dennison SOLAR-COMBO	4322.00	75	6	Cash	\$0.00	\$76,313.00	\$38,656.50	\$37,656.50
Paul Petro SOLAR-COMBO	4363.00	75	6	Cash	\$0.00	\$42,669.05	\$21,834.53	\$20,834.52
Stewart Norrie Cottage - SOLAR	4381.00	75	6	Cash	\$0.00	\$25,410.40	\$13,205.20	\$24,410.40
Stewart Norrie Main - SOLAR	4382.00	75	6	Cash	\$0.00	\$40,695.20	\$20,847.60	\$19,847.60
Edward Baldwin SOLAR-COMBO	4383.00	75	6	Cash	\$0.00	\$77,685.80	\$39,342.90	\$76,685.80
Paul Stritmatter SOLAR COMBO	4393.00	75	6	Cash	\$0.00	\$74,883.20	\$37,941.60	\$36,941.60
Jean-Claude Madema-Sy SOLAR-COMBO	4396.00	75	7	Cash	\$0.00	\$29,407.17	\$24,996.10	\$14,703.58
Chuck Jackson SOLAR	4406.00	75	7	Cash	\$0.00	\$19,574.10	\$10,287.05	\$9,287.05
Bern Burkhalter SOLAR-COMBO	4415.00	75	6	Cash	\$0.00	\$34,921.13	\$17,960.57	\$17,013.56
David Miller SOLAR-COMBO	4417.00	75	6	Cash	\$0.00	\$93,233.00	\$47,116.50	\$92,233.00
Gregory Jones SOLAR	4419.00	75	3	Cash	\$0.00	\$45,596.68	\$1,000.00	\$44,596.68
James Likes Batt Only	4420.00	75	6	Cash	\$0.00	\$14,399.00	\$7,699.50	\$13,399.00
Nicole David SOLAR SFC ZD	4425.00	75	7	Svc Fin Co	\$0.00	\$27,679.52	\$13,839.76	\$27,679.52
Michael Lofaro SOLAR	4427.00	75	6	Cash	\$0.00	\$16,083.17	\$8,541.59	\$15,083.17
Verne Murakami SOLAR-COMBO	4436.00	75	6	Svc Fin Co	\$38,109.00	\$39,109.00	\$20,054.50	\$38,109.00
John Israel III. SOLAR-COMBO	4446.00	75	2	Cash	\$0.00	\$39,218.50	\$1,000.00	\$38,218.50
John Israel III. SOLAR-COMBO	4448.00	75	2	Cash	\$0.00	\$32,298.77	\$1,000.00	\$31,298.77
Bob Wood SOLAR	4456.00	75	6	Cash	\$0.00	\$15,568.48	\$8,284.24	\$14,568.48
Mike Adams SOLAR	4458.00	75	5	Cash	\$0.00	\$14,658.63	\$7,829.32	\$13,658.63
John Ritchie SOLAR-COMBO	4462.00	75	6	Cash	\$0.00	\$32,298.77	\$16,649.39	\$15,649.38
Monsoon India SOLAR-COMBO	4468.00	75	1	Cash	\$0.00	\$149,780.12	\$1,000.00	\$148,780.12
Guy Wilson SOLAR-COMBO	4470.00	75	3	Cash	\$0.00	\$40,677.47	\$1,000.00	\$39,677.47
Carol Holland SOLAR	4471.00	75	3	Cash	\$0.00	\$18,711.91	\$1,000.00	\$17,711.91
John Todd SOLAR	4472.00	75	5	Cash	\$0.00	\$12,947.04	\$1,000.00	\$11,947.04
Madeline Evangelista SHW RPD SFC ZD	4476.00	75	1	Svc Fin Pre	\$0.00	\$6,350.62	\$0.00	\$6,350.62
Spectrum Remove & Reinstall	4477.00	10	1	-	\$0.00	\$285,366.23	\$0.00	\$285,366.23
Thomas Dearborn SOLAR-COMBO SLF ZD	4478.00	75	1	Sunlight Fin	\$0.00	\$69,773.40	\$0.00	\$69,773.40
Juvenal Ramos SHW RPD	4482.00	75	2	Cash	\$0.00	\$10,904.82	\$4,802.41	\$6,202.41
Erin Pasuca SOLAR-COMB	4486.00	75	2	Cash	\$0.00	\$33,400.00	\$1,000.00	\$32,400.00
Peter Mueller SOLAR SFC ZD	4488.00	75	2	Svc Fin Co	\$0.00	\$12,653.56	\$0.00	\$12,653.56
Robert Szakacs SOLAR	4491.00	75	3	Cash	\$0.00	\$16,667.82	\$1,000.00	\$15,667.82
Michael Martin SOLAR-COMBO	4492.00	75	6	Cash	\$0.00	\$77,311.00	\$39,155.50	\$38,155.50
Melody Montgomery SOLAR-COMBO	4494.00	75	2	Cash	\$0.00	\$32,660.91	\$1,000.00	\$31,660.91
Robbie Reneau SHW RPD	4496.00	75	6	Cash	\$0.00	\$6,552.10	\$2,526.05	\$4,026.05

Job Name	Job#	Division	Queue Level	Financing	Amount Financed	Contract Value	Billed To Date	Balance Due
Elizabeth Carter SOLAR	4498.00	75	2	Cash	\$0.00	\$10,188.84	\$1,000.00	\$9,188.84
James Gomes SHW RPD	4499.00	75	2	Cash	\$0.00	\$8,031.90	\$3,265.95	\$4,765.95
Angela Goddard SOLAR-COMBO SFC ZD	4501.00	75	2	Svc Fin Co	\$0.00	\$58,401.68	\$0.00	\$58,401.68
Carol Hoopii SOLAR	4502.00	75	2	Svc Fin Co	\$0.00	\$37,422.00	\$0.00	\$37,422.00
Cestmir Herstus SOLAR-COMBO	4503.00	75	1	Cash	\$0.00	\$32,263.28	\$1,000.00	\$31,263.28
Bob Yonahara - SHW RPD	4505.00	75	2	Cash	\$0.00	\$6,663.14	\$2,581.57	\$4,081.57
Grace Gomes SOLAR-COMBO	4506.00	75	2	Cash	\$0.00	\$39,062.60	\$1,000.00	\$38,062.60
Lillian Torrecer SHW RPD	4508.00	75	2	Cash	\$0.00	\$6,476.58	\$2,488.29	\$3,988.29
Phillip Culver BATTERY	4510.00	75	2	Cash	\$0.00	\$14,899.00	\$1,000.00	\$13,899.00
Brian Gabrielson SHW RPD	4511.00	75	2	Cash	\$0.00	\$8,239.60	\$3,369.80	\$4,869.80
Jerry Barrera SHW RPD	4512.00	75	1	Cash	\$0.00	\$7,559.39	\$2,120.79	\$5,438.60
David Politano SHW	4515.00	75	1	-	\$0.00	\$8,094.40	\$4,047.20	\$8,094.40
Jonathan Kindred SOLAR	17166.00	75	9	Cash	\$0.00	\$479,194.59	\$239,597.30	\$241,197.29
					\$	2,844,752.27	\$ 1,097,351.89	\$ 2,063,611.36

Exhibit "B"
List of Existing A/R

<u>Name</u>	<u>Cust#</u>	<u>Total Contract</u>	<u>Current</u>	<u>Over 30</u>	<u>Over 60</u>	<u>Over 90</u>	<u>Total</u>
Alipio, Thomas	613145	\$40,512.60	\$ -	\$ -	\$ -	\$ 6,076.89	\$ 6,076.89
Altenhof, Bruce	57230	\$34,453.95	\$ -	\$ -	\$ -	\$ 9,736.19	\$ 9,736.19
Anbe, Stanley	61237	\$6,471.20	\$ -	\$ -	\$ -	\$ 750.00	\$ 750.00
Arrigado, Francoise	613506	\$62,327.75	\$ 31,163.88	\$ -	\$ -	\$ -	\$ 31,163.88
Ayabe, Alison	613690	\$193.72	\$ 193.72	\$ -	\$ -	\$ -	\$ 193.72
Baker, David H	56481	\$35,399.55	\$ (1,950.00)	\$ -	\$ -	\$ 2,700.00	\$ 750.00
Beale, Calvin	613037	\$42,959.00	\$ -	\$ -	\$ -	\$ 1,814.72	\$ 1,814.72
Behrens, Jay	612941	\$56,017.41	\$ -	\$ -	\$ -	\$ 2,800.90	\$ 2,800.90
Beltran, Norma	612881	\$56,388.41	\$ -	\$ -	\$ -	\$ (49.99)	\$ (49.99)
Brice, Barry	793	\$13,000.00	\$ -	\$ -	\$ -	\$ (17,395.00)	\$ (17,395.00)
Brown, Nicki	613047	\$70,139.00	\$ 31,085.50	\$ -	\$ -	\$ 22,403.50	\$ 53,489.00
Buenavista, Anthony D	613063	\$6,472.00	\$ -	\$ -	\$ -	\$ (2,099.76)	\$ (2,099.76)
Businger, Steven	613499	\$18,577.00	\$ -	\$ -	\$ 788.50	\$ -	\$ 8,788.50
CC Engineering & Cons	1189		\$ 123,071.86	\$ -	\$ -	\$ 120,834.52	\$ 243,906.38
Cabuyadao, Maria	58813	\$12,939.26	\$ -	\$ -	\$ -	\$ 2,094.63	\$ 2,094.63
Calhau, Patricia	612955	\$62,317.01	\$ -	\$ -	\$ -	\$ 2,805.71	\$ 2,805.71
Carley, William	613232	\$7,413.61	\$ -	\$ -	\$ -	\$ 750.00	\$ 750.00
Castagnetti, Gene	613002	\$57,502.83	\$ -	\$ -	\$ -	\$ 16,517.61	\$ 16,517.61
Catracchia, Roslyn	613568	\$7,294.00	\$ 6,544.00	\$ -	\$ -	\$ -	\$ 6,544.00
Caywood, Hershel	612995	\$366.50	\$ -	\$ -	\$ -	\$ 100.00	\$ 100.00
Centeio, William	57971	\$43,450.36	\$ -	\$ -	\$ -	\$ 38,161.12	\$ 38,161.12
Chang, Beverly	613094	\$47,700.60	\$ -	\$ -	\$ -	\$ 23,350.30	\$ 23,350.30
Chock, Gordon	59399	\$31,421.48	\$ -	\$ -	\$ 422.00	\$ 22,999.48	\$ 23,421.48
Clark, Jack Randolph	60789	\$35,159.80	\$ -	\$ -	\$ -	\$ 700.00	\$ 700.00
Clark, Richard	612867	\$7,209.00	\$ -	\$ -	\$ -	\$ 750.00	\$ 750.00
Clement, Harriet	57730	\$17,800.00	\$ -	\$ -	\$ -	\$ 13,055.00	\$ 13,055.00
Cunningham, Robert &	1343	\$9,359.16	\$ -	\$ -	\$ -	\$ (1,000.00)	\$ (1,000.00)
Demello, Dori	1346	\$69,617.00	\$ -	\$ -	\$ -	\$ 59,174.45	\$ 59,174.45
Deponte, Waltin	613295	\$55,989.00	\$ -	\$ -	\$ -	\$ 8,248.35	\$ 8,248.35
Drypolcher, Trudy & B	866	\$42,843.00	\$ -	\$ -	\$ -	\$ 4,284.30	\$ 4,284.30
Duffer, Debbie	612865	\$38,994.40	\$ -	\$ 1,842.49	\$ -	\$ -	\$ 1,842.49
Durante, Nani	60044	\$34,365.85	\$ -	\$ -	\$ -	\$ 29,210.98	\$ 29,210.98
Emerick, John	613123	\$9,319.37	\$ -	\$ -	\$ -	\$ 4,659.69	\$ 4,659.69

<u>Name</u>	<u>Cust#</u>	<u>Total Contract</u>	<u>Current</u>	<u>Over 30</u>	<u>Over 60</u>	<u>Over 90</u>	<u>Total</u>
Endicott, John S	60153	\$66,134.39	\$ -	\$ -	\$ -	\$ 33,067.20	\$ 33,067.20
F & H Construction	945		\$ -	\$ -	\$ -	\$ 3,912.51	\$ 3,912.51
Ferreira, Frances	613413	\$33,113.91	\$ 1,432.18	\$ -	\$ -	\$ -	\$ 1,432.18
Garces, Melvyn	60949	\$14,000.00	\$ -	\$ -	\$ 329.20	\$ -	\$ 329.20
Garcia, Kevin	613134	\$30,804.40	\$ -	\$ -	\$ -	\$ 29,804.40	\$ 29,804.40
Gaston, Michael	1221	\$41,529.05	\$ -	\$ -	\$ -	\$ 36,402.80	\$ 36,402.80
Gines, Giancarlo	59749	\$62,347.88	\$ -	\$ -	\$ 954.88	\$ 53,651.10	\$ 55,605.98
Goo, Karen	60931	\$49,379.14	\$ -	\$ -	\$ -	\$ 47,439.77	\$ 47,439.77
Goto, Edwin	613633	\$6,613.36	\$ 2,681.68	\$ -	\$ -	\$ -	\$ 2,681.68
Goya, Kelli	612971	\$34,254.20	\$ -	\$ -	\$ -	\$ 1,481.49	\$ 1,481.49
Guzman, Catalina	60112	\$21,587.50	\$ -	\$ -	\$ -	\$ (1,000.00)	\$ (1,000.00)
Haga, Harold	613455	\$30,482.17	\$ -	\$ -	\$ -	\$ 1,000.00	\$ 1,000.00
Hau, Kathleen	613084	\$7,591.62	\$ -	\$ -	\$ -	\$ 700.00	\$ 700.00
Hayashibara, Jacqueli	613166	\$35,627.48	\$ -	\$ -	\$ 194.12	\$ -	\$ 5,194.12
Hee, Patricia	613478	\$7,413.61	\$ 750.00	\$ -	\$ -	\$ -	\$ 750.00
Higa, Jessica	612972	\$89,846.32	\$ -	\$ -	\$ 675.11	\$ -	\$ 6,675.11
Higa, Kathy	612889	\$32,413.40	\$ -	\$ 4,712.01	\$ -	\$ -	\$ 4,712.01
Higashi, Gary	612882	\$64,600.37	\$ -	\$ -	\$ -	\$ 64,600.37	\$ 64,600.37
Hokama, Dustin	60702	\$41,253.62	\$ -	\$ -	\$ -	\$ 13,440.49	\$ 13,440.49
Hottendorf, Nicholas	612915	\$75,750.90	\$ -	\$ -	\$ -	\$ 72,799.80	\$ 72,799.80
Imamura, Janice	613044	\$34,645.80	\$ -	\$ -	\$ -	\$ 1,791.03	\$ 1,791.03
Inciong, Perfecto	613260	\$14,287.32	\$ -	\$ -	\$ -	\$ 8,163.62	\$ 8,163.62
Ishizuka, Russell	612950	\$30,539.89	\$ -	\$ -	\$ -	\$ 14,769.94	\$ 14,769.94
Kaai, John	1212	\$41,074.00	\$ 20,537.00	\$ -	\$ -	\$ -	\$ 20,537.00
Kamimoto, Linda	612883	\$77,822.13	\$ -	\$ -	\$ -	\$ 13,963.52	\$ 13,963.52
Kaminaga, Michael	613142	\$40,131.00	\$ -	\$ -	\$ 869.65	\$ -	\$ 5,869.65
Kanno, Lora & Roland	612859	\$77,798.60	\$ -	\$ -	\$ -	\$ 26,879.51	\$ 26,879.51
Kumar Sharma, Rohitas	1588	\$91,007.00	\$ -	\$ -	\$ -	\$ 4,058.44	\$ 4,058.44
Lien, Christina	58145	\$52.64	\$ -	\$ -	\$ -	\$ 52.64	\$ 52.64
Liu, Jennifer	612968	\$66,651.90	\$ -	\$ -	\$ -	\$ 62,319.31	\$ 62,319.31
Liu, Joe	58895	\$248.08	\$ -	\$ -	\$ -	\$ 245.08	\$ 245.08
Long, John	56825	\$27,840.20	\$ -	\$ -	\$ -	\$ 23,664.17	\$ 23,664.17
Low, Eli	613604	\$63,068.36	\$ 31,534.18	\$ -	\$ -	\$ -	\$ 31,534.18

Name	Cust#	Total Contract	Current	Over 30	Over 60	Over 90	Total
Lum, Dolores	58871	\$7,989.53	\$ -	\$ -	\$ -	\$ 4,369.77	\$ 4,369.77
Lumpkin, George	60081	\$34,374.48	\$ (2,880.08)	\$ -	\$ -	\$ 37,254.56	\$ 34,374.48
Luna, Carole	613053	\$886.76	\$ -	\$ -	\$ -	\$ 100.00	\$ 100.00
Lutz, Christine	613093	\$76,616.60	\$ -	\$ -	\$ -	\$ 39,258.30	\$ 39,258.30
Macaraeg, Elpidio	613210	\$32,739.00	\$ -	\$ -	\$ -	\$ 16,369.50	\$ 16,369.50
Makahilahila, Robert	613366	\$46,632.90	\$ 19,452.20	\$ -	\$ 864.25	\$ 23,316.45	\$ 46,632.90
Mamuad, Eddie	60685	\$57,394.60	\$ -	\$ -	\$ -	\$ 9,518.75	\$ 9,518.75
Manuel, Joseph	613209	\$62,749.00	\$ -	\$ -	\$ -	\$ 36,566.71	\$ 36,566.71
Marini, Mark	613586	\$82,076.85	\$ 40,663.43	\$ -	\$ -	\$ -	\$ 40,663.43
Mathias, Bennet	60739	\$32,164.80	\$ -	\$ -	\$ -	\$ 27,779.35	\$ 27,779.35
Mayo, Arline	613154	\$37,653.40	\$ -	\$ -	\$ -	\$ 3,726.09	\$ 3,726.09
Mayo, Mercy	613643	\$3,618.85	\$ 1,809.42	\$ -	\$ -	\$ -	\$ 1,809.42
McPhee, Dennis	613212	\$43,459.00	\$ -	\$ -	\$ -	\$ 1,879.59	\$ 1,879.59
Meyer, Leilani	613301	\$35,319.20	\$ -	\$ -	\$ -	\$ 17,159.60	\$ 17,159.60
Milare, Chadrick	612970	\$37,787.69	\$ 1,144.54	\$ -	\$ -	\$ 5,346.47	\$ 6,491.01
Moore, Jeffrey	613348	\$42,551.50	\$ -	\$ -	\$ -	\$ 21,275.75	\$ 21,275.75
Morimoto, Renee	58960	\$79,098.74	\$ -	\$ -	\$ -	\$ 37,500.00	\$ 37,500.00
Nagasawa, Roy K	58785	\$34,526.11	\$ 7,057.65	\$ -	\$ -	\$ -	\$ 7,057.65
Nelms, Chris	59116	\$36,256.92	\$ -	\$ 5,288.54	\$ -	\$ -	\$ 5,288.54
Ogata, Kathy	58142	\$118,555.49	\$ -	\$ -	\$ -	\$ 16,340.65	\$ 16,340.65
Omoto, Norita	60156	\$33,757.50	\$ -	\$ -	\$ 460.01	\$ -	\$ 1,460.01
Oshiro, Rick	59936	\$63,774.66	\$ -	\$ -	\$ -	\$ 43,358.46	\$ 43,358.46
Oyadomari, Felice	613136	\$56,305.00	\$ -	\$ 3,583.78	\$ 130.50	\$ 44,503.80	\$ 52,218.08
PD Hawaii	pdhw		\$ (3,726.09)	\$ -	\$ -	\$ -	\$ (3,726.09)
Pantaleon, Allen R	56334	\$14,308.32	\$ -	\$ -	\$ -	\$ 4,640.42	\$ 4,640.42
Paresa, Betty	613460	\$11,901.60	\$ -	\$ (1,000.00)	\$ -	\$ -	\$ (1,000.00)
Peacock, Mark	60047	\$65,465.00	\$ -	\$ -	\$ -	\$ 3,733.00	\$ 3,733.00
Perez, Cynthia	613143	\$8,609.16	\$ -	\$ -	\$ -	\$ (3,929.58)	\$ (3,929.58)
Peros, Abraham	613060	\$61,671.00	\$ -	\$ -	\$ 624.01	\$ -	\$ 2,624.01
Puuwai O Makaha	1601		\$ -	\$ -	\$ -	\$ 134,795.82	\$ 134,795.82
Rego, Ellen	613175	\$38,313.40	\$ -	\$ -	\$ -	\$ 1,676.21	\$ 1,676.21
Ricks, John	60752	\$31,453.52	\$ -	\$ -	\$ -	\$ 1,572.68	\$ 1,572.68
Ritson, Vince	613022	\$13,849.60	\$ -	\$ -	\$ -	\$ 1,927.44	\$ 1,927.44

<u>Name</u>	<u>Cust#</u>	<u>Total Contract</u>	<u>Current</u>	<u>Over 30</u>	<u>Over 60</u>	<u>Over 90</u>	<u>Total</u>
Robinson, Glen	612978	\$393.94	\$ -	\$ -	\$ -	\$ 100.00	\$ 100.00
Sabalboro, Roy	1416	\$7,303.66	\$ -	\$ -	\$ -	\$ 750.00	\$ 750.00
Sakuma, Roland	613556	\$8,149.74	\$ -	\$ -	\$ (50.00)	\$ -	\$ (50.00)
Sanchez, Imelda	613050	\$6,795.00	\$ -	\$ -	\$ -	\$ 259.42	\$ 259.42
Schwarz, Daniel	613335	\$20,359.00	\$ -	\$ -	\$ -	\$ 3,943.51	\$ 3,943.51
Shigemura, Gary	1235	\$387.44	\$ -	\$ -	\$ -	\$ (193.72)	\$ (193.72)
Shimamoto, Chris M	58829	\$30,415.84	\$ -	\$ -	\$ -	\$ 18,628.52	\$ 18,628.52
Shiraishi, Barney	613169	\$34,634.76	\$ -	\$ -	\$ -	\$ 16,817.38	\$ 16,817.38
Smith, James	613563	\$75,207.96	\$ 37,103.98	\$ -	\$ -	\$ -	\$ 37,103.98
Smith, Karen	613553	\$34,252.68	\$ -	\$ -	\$ -	\$ -	\$ 1,000.00
Soares, Steve	1407	\$6,252.60	\$ -	\$ -	\$ -	\$ 750.00	\$ 750.00
Souza, Alfred	613238	\$48,051.00	\$ -	\$ -	\$ -	\$ 24,025.50	\$ 24,025.50
Souza, Bunnette	613353	\$228.69	\$ -	\$ -	\$ -	\$ 228.69	\$ 228.69
Stangeland, Ronald	613298	\$42,169.00	\$ -	\$ -	\$ -	\$ 21,084.50	\$ 21,084.50
Szymanski, Tytus	1278	\$96,194.00	\$ -	\$ -	\$ -	\$ 9,519.40	\$ 9,519.40
Tabin, Ben & Milagros	613250	\$39,560.00	\$ -	\$ -	\$ -	\$ 19,280.00	\$ 19,280.00
Takara, Brent	613243	\$42,959.00	\$ -	\$ -	\$ -	\$ 6,443.85	\$ 6,443.85
Takenaka, Steven	613241	\$59,733.00	\$ -	\$ -	\$ 315.95	\$ 5,823.30	\$ 6,139.25
Talion Construction,	927	\$	\$ -	\$ -	\$ -	\$ 4,899.87	\$ 4,899.87
Tester, Kenneth	1158	\$1,703.51	\$ -	\$ -	\$ -	\$ 425.87	\$ 425.87
Thomas, Nancy	613433	\$7,959.03	\$ -	\$ (1,000.00)	\$ -	\$ -	\$ (1,000.00)
Toma, Sharon	613213	\$68,670.20	\$ 10,150.53	\$ -	\$ -	\$ 9,684.57	\$ 19,835.10
Tonkel, Jeff	612868	\$29,880.00	\$ -	\$ -	\$ -	\$ 14,440.00	\$ 14,440.00
Trafford, Clark	613559	\$59,950.30	\$ 29,975.15	\$ -	\$ -	\$ -	\$ 29,975.15
Uyematsu, Debbie	1267	\$41,100.72	\$ -	\$ -	\$ -	\$ 34,935.61	\$ 34,935.61
Velez, Shanika	613090	\$56,739.00	\$ -	\$ -	\$ -	\$ 55,739.00	\$ 55,739.00
Whitcomb, Jim	1291		\$ -	\$ -	\$ -	\$ 25,165.26	\$ 25,165.26
Wolf, Alan	57217	\$7,763.09	\$ -	\$ -	\$ -	\$ 750.00	\$ 750.00
Wong, Raleigh	613427	\$43,493.60	\$ 6,374.04	\$ -	\$ -	\$ -	\$ 6,374.04
Yamashita, Dylan	57838	\$38,128.75	\$ -	\$ -	\$ -	\$ 49.99	\$ 49.99
Yee, Charlotte	613088	\$13,157.12	\$ -	\$ -	\$ -	\$ 0.57	\$ 0.57
Young, Anthony	613233	\$38,406.04	\$ -	\$ -	\$ -	\$ 3,387.68	\$ 3,387.68
		\$4,605,742.91	\$ 394,168.77	\$ 13,426.82	\$ 6,578.18	\$ 1,693,619.34	\$ 2,143,793.11

Exhibit "C"
List of Tangible Personal Property

EXHIBIT C-1

Vehicle #	Lic. #	Year	Make	Vin #	Location	Cost (new)	Currently Running	
1	826MDG	2006	Chevy Express	1GCHG39U761217635	96732	28,475	yes	Joe G.
3	136TVB	2013	FORD E-250	1FTNE2EW1DD813003	96732	28,785	yes	Joey M.
5	483MDH	2008	DODGE SXT	1D7HE32K885528203	96732	23,165	yes	Oma S.
9	508TTP	2011	FORD F-150	1FTNF1CF3BKD23959	96732	22,790	yes	Service Dept.
11	686TTY	2013	FORD F-150	1FTNF1CF3DKD97479	96732	24,070	yes	Koa K.
13	257MDJ	2013	FORD F-150	1FTFW1ET0DFA38980	96732	32,880	yes	Roofing
16	504TTU	2012	FORD E-250	1FTNE2EW7CDA27709	96732	27,630	yes	Trevor C.
17	238MDH	2008	FORD RANGER	1FTYR10U08PA56847	96732	14,490	yes	dead battery
18	994TTU	2012	FORD F-150	1FTNF1CF1CKD33746	96732	23,500	yes	Spare Install
21	223MDH	2007	FORD F-150	1FTRF12277NA15120	96732	18,275	yes	Ronald D.
22	882TRR	2004	FORD RANGER	1FTYR10D84PB27609	96732	14,575	yes	dead battery
23	615TTG	2010	DODGE RAM	3D7JB1EP6AG133116	96732	20,610	yes	Ikaika H.
24	511TTP	2011	FORD F-150	1FTNF1CF1BKD23958	96732	22,790	yes	Ernesto V.
25	978MDM	2008	FORD F-350	1FSTW30RX8EB55337	96732	36,835	yes	Roofing
26	554MDJ	2013	ORD F-450 Dump Tru	1FD0W4HT8DEA81340	96732	49,395	yes	Roofing
27	954MDE	2007	FORD CLF Flat Bed	3FRLL45Z87V500530	96732	19,950	yes	Shop Flat
30	525MDH	2007	FORD E-250	1FTNE24L37DB01463	96732	24,530	yes	Spare Electrical
31	328MDR	2019	NISSAN VAN L	1N6BF0KM0KN800825	96732	30,430	yes	PD LEASE
33	LHS136	2017	FORD F-150 ADMIN	1FTEW1CG1HKD73566	96732	35,905	yes	ADMIN
34	720MDF	2004	FORD F-250 BIG RED	1FTNX20L34EB86679	96732		yes	SHOP Big Red

[illegible]

Warehouse Inventory

1-Forklift
2-Wheel Barrel
3-Tall Propane Tank
3-Small Propane Tank
2-Greentree pipe benders
1-Weed Wacker
2-Rigid Chop Saw
1-Dewalt Chop Saw
2-Portable lights
1-D25980 Pavement Bracker
3-Milwaukee Bandsaw
1-Royobi Drill Press
1-Milwaukee corded Drill
1-Portable Air Compressor
1-Milwaukee Mudgun
1-Rigid Shop Vac
2-Pallet Banding Carriers
1-Pipe Threader
1-Echo PB-250LN Leaf Blower
2-5 Gallon Gas Cans
Ladders
1-40ft
5-32ft
8-16ft
1-8ft
2-28ft
2-6ft
4-ladder Horns
1-ladder Stabilizer
71-Safety Cones
1-Retractable ladder
7-Racks
6-Shovels
2-Scrub Brushes with poles
2-Water Hoses
1-Bolt Cutters
2-Dollies
3-Brooms

EXHIBIT C-4

PDH Maui Inventory

ITEM	#
Computer Monitor	37
Computer Processor	25
Computer Mouse	21
Computer Keyboard	18
Computer Mousepad	12
Telephone	18
Desk Chairs	52
Desks	3
Cubicles	
Cubicle Filing Cabinets	
Filing Cabinets	62
Bookshelf/Other Cabinets	6
OTHER: Xerox	3
OTHER: Laptops	4
OTHER: Conference Table	1
OTHER: Water Dispenser	1
OTHER: Refrigerator	3
OTHER: Microwave	2
OTHER: Coffee Maker	2
OTHER: TVs	2
OTHER: Shredder	2
OTHER: Lock Box	2
OTHER: MC/VISA	1
OTHER: Random Chairs	18
OTHER: Speakers	18
OTHER: White Boards/Cork Boards	21
OTHER: Tables	2

EXHIBIT C-5

PDH Inventory

Item	#
Computer Monitor	45
Computer Processor	23
Computer Mouse	23
Computer Keyboard	25
Computer Mousepad	16
Telephone	21
Desk Chairs	34
Desks	38
Cubicles	9
Cubicle Filing Cabinets	19
Filing Cabinets	24
Bookshelf/Other Cabinets	24
OTHER: Xerox	2
OTHER: Laptops	7
OTHER: Conference Table	1
OTHER: Water Dispenser	2
OTHER: Refrigerator	2
OTHER: Microwave	2
OTHER: Coffee Maker	1
OTHER: TVs	5

OTHER: Shredder	2
OTHER: Lock Box	1
OTHER: MC/VISA	1
OTHER: Random Chairs	37
OTHER: Speakers	8
OTHER: White Boards/Cork Boards	14
OTHER: Tables	5

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DIVISION 77 INVENTORY AS OF JULY 28, 2020

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Category	Code	Description	U/M	Yard 77 Cost	Value (Cost x Units)	Units	Actual
PVC	conds1	conduit strap 1"	ea	0.36	16.56	46	
	conds1.1/4	conduit strap 1 1/4"	ea	0.43	9.03	21	
	coupl	coupling 1"	ea	0.22	0.88	4	
	coupl2	coupling 2"	ea	0.49	26.95	55	
	fal	female adapter 1"	ea	0.36	8.64	24	
	fal.1/4	female adapter 1 1/4"	ea	0.45	2.25	5	
	gfc	GFCI	ea	22.50	-90.00	-4	
	hclamp	hose clamp	ea	2.54	17.78	7	
	iglu	insol glue	ea	7.69	30.76	4	
	indoort	gray indoor timer	ea	54.71	109.42	2	
	lockr1.1/4	lock ring 1 1/4"	ea	0.37	27.75	75	
	lockr2	lock ring 2"	ea	0.58	5.80	10	
	mv3/4e	mixing valve 3/4 ends	ea	103.3846	413.54	4	
	pbush1	plastic bushing 1"	ea	0.24	3.36	14	
	pump115v	pump 115v	ea	166.25	665.00	4	
	rprv	roof PR valve	ea	24.87	820.71	33	
	solder	solder	ea	19.14	153.12	8	
	tc115v	temp controller 115v	ea	138.25	691.25	5	
	ttg	tank temp garage	ea	0.00	0.00	2	

Category "PVC" Total for 19 Materials:

2,912.80

Thermal	1/2" copper	1/2" Copper Pipe 20'	ea	20.06	300.90	15	
	1/2s45d	1/2 sweat 45 degree	ea	1.05	157.50	150	
	1/2s90d	1/2 sweat 90 degree	ea	0.51	20.40	40	
	1sx3/4fa	1" sweat x 3/4 female adaptor	ea	8.13	113.82	14	
	1x1/2.90d	1" x 1/2" 90 degree	ea	7.31	248.54	34	
	3/4" copper	3/4" Copper Pipe 20'	ea	7.00	56.00	8	
	3/4s45d	3/4 sweat 45 degree	ea	1.7796	24.91	14	
	3/4s90d	3/4 sweat 90 degree	ea	1.09	25.07	23	
	3/4sc	3/4 sweat cap	ea	3.52	147.84	42	
	3/4sfc	3/4 sweat female coupling	ea	0.75	31.50	42	
	34x312brnp	3/4"x3 1/2" Brass Nipple	ea	3.78	7.56	2	
	FLXbrsh	Flux Brush	ea	0.238	6.66	28	
	Prosealnt	1/2 PT DOPE THRD SEALANT	ea	5.893	11.79	2	
	bcf3/4	brass cap female 3/4"	ea	3.02	51.34	17	
	bdb1/2	boiler drain brass 1/2"	ea	9.51	85.59	9	
	bn3/4x21/2	brass nipple 3/4 x 2 1/2"	ea	3.36	20.16	6	
	bpu1/2s	brass pump union 1/2 sweat	ea	32.62	32.62	1	
	brt3/4	brass T - 3/4 x 3/4 x 3/4	ea	5.74	396.06	69	
	brt3/4x1/2	brass T - 3/4 x 1/2 x 3/4	ea	7.42	222.60	30	
	bv1/2	ball valve 1/2"	ea	11.96	119.60	10	
	bv3/4	ball valve 3/4"	ea	12.59	25.18	2	
	chval1/2	check valve 1/2"	ea	21.36	149.52	7	
	chva3/4	check valve 3/4"	ea	33.96	237.72	7	
	cova1/2	combo valve 1/2"	ea	21.87	415.53	19	
	cova3/4	combo valve 3/4"	ea	12.59	37.77	3	
	dv3/4fp	drain valve 3/4" full port	ea	19.44	213.84	11	
	fb1/2x3/4	female brass 1/2" sweat x 3/4 90d	ea	12.62	126.20	10	
	ma3/4	male adaptor 3/4	ea	1.81	38.01	21	
	mpg	Mapp Gas	ea	10.2273	20.45	2	
	mu3/4s3	male union 3/4" sweat x 3"	ea	20.18	1,674.94	83	
	plug3/4	plug 3/4	ea	3.20	166.40	52	
	relf3/4	red elbow LF 3/4 x 1/2 RB	ea	6.00	90.00	15	

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DIVISION 77 INVENTORY AS OF JULY 28, 2020

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Category	Code	Description	U/M	Yard 77 Cost	Value (Cost x Units)	Units	Actual
Thermal	sc1	1" Sweat Coupling	ea	0.6219	6.22	10	
	sc3/4st	sweat coupling 3/4 stop	ea	0.80	20.80	26	
	shw34x12ft	3/4"x1/2" Female Thread to Male Swt	ea	3.9266	90.31	23	
	shwthermet	Sunearth Hot Water Thermometer	ea	12.5333	-12.53	-1	
	solarbrick	SHW Tank Brick	ea	0.6567	5.91	9	
	srclx3/4	sweat reducing coupling 1 x 3/4"	ea	2.78	86.18	31	
	swh3/4fsa	3/4" Female Slip in Adapter	ea	4.6609	195.76	42	
	t1/2	T - 1/2 x 1/2 x 1/2	ea	0.88	3.52	4	
	t3/4	T - 3/4 x 3/4 x 3/4	ea	2.13	29.82	14	
	t3/4x1/2	T - 3/4 x 1/2 x 3/4	ea	11.68	338.72	29	
	wirebrush1	1" Wire Brush	ea	2.6727	69.49	26	
	wirebrush3	3/4" Wire Brush	ea	2.2727	20.45	9	
Category "Thermal" Total for 44 Materials:					6,130.67		
adhesive	georp400	Geocel RP 400 Caulk blk/brn/gry/ter	ea	2.60	96.20	37	
	pt	Plumbers Tape	roll	0.28	11.48	41	
Category "adhesive" Total for 2 Materials:					107.68		
metal	ASCSDRF	Solder Flux (16oz. Aprox.)	box	11.76	105.84	9	
Category "metal" Total for One Material:					105.84		
solaraces	NRmetercb1	Neurio Meter RS485 Cable	ea	0.00	0.00	20	
	SE320Opti	Optimizer 320W	ea	48.85	3,272.95	67	
	sm0114	Blk Cable Ties 14-3/8" (100/pk)	ea	15.00	60.00	4	
Category "solaraces" Total for 3 Materials:					3,332.95		
solarbreak	DG200NK	Neutral Block DG200NK	ea	59.23	236.92	4	
	chdp50a	Cutler Hammer Dual Pull 50AMP Break	ea	12.97	12.97	1	
	chdp60a	Cutler Hammer Dual Pull 60AMP Break	ea	13.50	27.00	2	
	chds20a	Cutler Hammer Single 20AMP Breaker	ea	5.00	80.00	16	
Category "solarbreak" Total for 4 Materials:					356.89		
solarelec	DH364URK	CH SAF 200A RT DH364URK NF 600VHD	ea	441.00	1,764.00	4	
	se2032	Knock out seal 1"	ea	0.79	39.50	50	
	smns22kA	Siemens 200 Amp Db1 Pole 22KA QPPH	ea	142.79	428.37	3	
Category "solarelec" Total for 3 Materials:					2,231.87		
solaremt	emt0110	EMT 1/2" Flex Connect 90*	ea	1.19	32.13	27	
	emt0111	EMT 1/2" Flex Connect Straight	ea	1.12	38.08	34	
	emt0203	EMT 3/4" Alum LB Cond Body	ea	2.59	10.36	4	
	emt0219	EMT 3/4" RT Male Connector	ea	0.84	42.00	50	
	emt0318	EMT 1" RT Coupling	ea	1.39	30.58	22	
Category "solaremt" Total for 5 Materials:					153.15		
solarflash	ecurb3kit	ChemLink 3" E-Curb kit	ea	12.00	96.00	8	
Category "solarflash" Total for One Material:					96.00		

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DIVISION 77 INVENTORY AS OF JULY 28, 2020

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Category	Code	Description	U/M	Yard 77 Cost	Value (Cost x Units)	Units	Actual
solarinacc	SE200CT	SolarEdge 200A CT	ea	23.9882	2,398.82	100	
	SE370Opti	SE 370w Optimizer	ea	61.00	3,416.00	56	
	TBundle1	Tesla 2Neurio 200A CTs. extwire.sp1	ea	0.00	0.00	2	
	Tskit	Tesla Multi Powerwall Stacking Kit	ea	190.00	190.00	1	
	envsam120	EnPhase Envoy Metered ENV-S-AM1-120	ea	379.00	6,064.00	16	

Category "solarinacc" Total for 5 Materials:

12,068.82

solarinver	LGChemBat	LG Chem 9/8kw/h battery	ea	4,936.00	4,936.00	1	
	LGChemBat2	Secondary LG Chem. Dual needed	ea	4,936.00	14,808.00	3	
	SE5.0kw	5.0 KW 1 Grid Tied Inverter	ea	728.51	5,828.08	8	
	SE7.6kwBat	7.6KW 1 Grid Tied Inverter Battery	ea	2,494.00	2,494.00	1	
	SEautoT	Auto-Transformer	ea	228.648	1,829.18	8	
	Tpwbat2	Tesla Powerwall - 2	ea	6,500.00	143,000.00	22	
	sienIQ7p	Enphase IQ7 PLUS 72 cell. 295V	ea	90.75	1,633.50	18	

Category "solarinver" Total for 7 Materials:

174,528.76

solarrack	1.5lflash	1 1/2" Lead Flashing	ea	12.00	216.00	18	
	3/4lflash	3/4" Lead Flashing	ea	12.00	432.00	36	
	IR204B	IR 17ft rail black	ea	53.43	427.44	8	
	IRUclamp	IR Universal Module Clamp	ea	1.8642	419.44	225	
	IRcomp	IR Comp flashing Kit	ea	9.18	569.16	62	
	IRm1eB	IR Mircoinverter bolt	ea	0.7455	122.26	164	
	IRsplc	IR 100 splice	ea	3.9753	55.65	14	
	IRss30	IR Stopper Sleeve - 30MM	ea	0.306	37.94	124	
	IRss35	IR Stopper Sleeve - 35MM	ea	0.2783	191.47	688	
	IRss38	IR Stopper Sleeve - 38MM	ea	0.2783	24.21	87	
	IRss40	IR Stopper Sleeve - 40MM	ea	0.2783	45.36	163	
	IRtbolt	IR T-Bolt	ea	1.3667	246.00	180	
	sr0301	QuickmntPV 12"x12" Aluminium	ea	16.52	66.08	4	
	sr150	MC4 Connector - Female	ea	1.80	313.20	174	
	sr151	MC4 Connector - Male	ea	1.80	257.40	143	
	srirgrdt10	IronRdg #RS-GDLG-002 Grnd Lug Tbolt	ea	6.60	706.20	107	
	srir10029	Iron Ridge L Feet 29-70000-017	ea	10.45	1,086.80	104	
	unistrut	Unirac Unistrut	ea	0.00	0.00	2	

Category "solarrack" Total for 18 Materials:

5,216.61

tanks	ec40	4x10 collector - Painted	ea	958.00	1,916.00	2	
	ep24	3x8 collector - Chrome	ea	550.26	1,100.52	2	
	ep40	4x10 collector - Painted	ea	843.00	843.00	1	

Category "tanks" Total for 3 Materials:

3,859.52

tilesolarp	CS250PBLK	Canadian CS6P-250-P B1k Frame	ea	183.11	549.33	3	
	H285ALLBK	285w Hyundai All Black module	ea	203.57	1,424.99	7	
	JKM320M60	JKM320M-60HBL Jinko 320 Watt 60Cell	ea	188.80	755.20	4	
	LG285MBLK	LG Mono 285N1C Neon 285w B1k Frm	ea	359.68	359.68	1	
	LG365BW	LG Solar 365w BW	ea	345.00	15,870.00	46	
	PA330BW	Panasonic HIT 330w BW	ea	303.60	6,072.00	20	
	REC320BB	REC 320 NPeak Black	ea	172.80	14,688.00	85	
	SF310ALLBK	SilFab310w BoB	ea	171.91	39,195.48	228	
	SPR327SP2	Sunpwr SPR-327NE-WHT-D SmrtPk 3-5kw	ea	954.84	954.84	1	
	SW290MSLV	SolarWorld 290W Mono Silver Frame	ea	183.00	1,281.00	7	

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Category	Code	Description	U/M	Yard 77 Cost	Value (Cost x Units)	Units	Actual
Category "tilesolarp" Total for 10 Materials:					81,150.52		
tools	bru	Paint Brushes	ea	2.10	25.20	12	
Category "tools" Total for One Material:					25.20		
TOTAL FOR 15 CATEGORIES FOR 126 MATERIALS:					292,277.28		

Exhibit "D"
List of Intellectual Property

EXHIBIT D-1**Schedule 3.9(a)****Intellectual Property³****Names:** *[None]***Trademarks:**

No.	Country of Filing	Owner	Registration Number	Filing Date	Expiration Date	Mark	Class
		Haleakala Solar, Inc.		December 21, 2015		Haleakala Energy Solutions	Trade Name – No Category Selected
		Haleakala Solar, Inc.	4123518	November 15, 2013	November 14, 2018	Haleakala Solar (& Design of Electric Chord in the Sun, the Letter “O” in word “Solar” represents the sun)	Service Mark-Building Construction and Repair (37)
		Haleakala Solar, Inc.		December 22, 2008		Haleakala Solar Inc. (& Design of House with Elect...)	Trade Mark-Environmental Control Apparatus (11)
		Haleakala Solar, Inc.		November 12, 2015		Hots Energy Solutions	Trade Name-No Category Selected
		Haleakala Solar, Inc.		December 16, 2018		The Power Company	Trade Name-No Category Selected

Patents: *[None]***Copyrights:** *[None]***Domain Names:** *[healeakalasolar.com]***Other Seller Intellectual Property (including software and invention disclosures) material to Seller’s business or operations:** *[None]***Actions that must be taken by Seller within 90 days of Closing:** *[None]***Proceedings or actions pending or threatened:** *[None]*

³ Buyer and Seller understand that the information included herein is based off the information disclosed by Seller and/or Seller’s Agent to Buyer. Seller and/or Seller’s Agent agree to indemnify and hold Buyer harmless from any claims, demands, liabilities, losses, damages, punitive damages, errors, defects, obligations, complaints, costs (including but not limited to attorneys’ fees), or damage of every kind and nature whatsoever arising out of or relating to any misrepresentation by Seller and/or Seller’s Agent.

Exhibit D-2 – Intangible Property
Real Property Leases Assumed – Domain Names

1. 220 LALO ST, UNIT #1,
KAHULUI, HI 96732
REAL PROPERTY LEASE

2. 70 E KAAHUMANU AVE, UNIT C-3
KAHULUI, HI 96732
REAL PROPERTY LEASE

3. 99-1265 HALAWA VALLEY ST
AIEA, HI 96701
REAL PROPERTY LEASE

4. Domain Names

WWW.EDISONBATTERIES.CO
WWW.EDISONBATTERY.CO
WWW.HALEAKALASOLAR.COM
WWW.HALEAKALASOLAR.NET
WWW.HALEAKALASOLAR.ORG

Exhibit "E"
Form of Assignment

ASSIGNMENT AND AUTHORIZATION

THIS ASSIGNMENT AND AUTHORIZATION (the "Assignment") is made and entered into as of August ____, 2020 (the "Effective Date") by and between James Whitcomb ("Principal") and Haleakala Solar, a Hawaii corporation ("Assignee"), on the one hand, and PetersenDean Hawaii, LLC, a Hawaii limited liability company, ("Assignor"), on the other.

WHEREAS, pursuant to the terms of that certain Asset Purchase and Interim Management Agreement, dated as of July 27, 2020, by and between Principal, Buyer and Debtor (the "Sale Agreement"), Buyer agreed to purchase all of the operational assets of Debtor ("Assets"), as described in the exhibits below and in the Bill of Sale executed in connection with this Agreement, which consist generally of all current contractual commitments of Debtor to customers for the purchase and installation of solar equipment and related roofing work that are expressly assumed by Buyer, the "Unperformed Contracts", as provided in Recital "D" of the Sale Agreement (and excluding all other similar contracts, the "Rejected Contracts", as provided in Sec. 2.1.b of the Sale Agreement), all accounts receivable, all books, records and systems, all furniture, fixtures and equipment ("FF&E", including but not limited to all trucks and tools, all inventory, certain leases, and all intellectual property), and pursuant to which Buyer has agreed to offer employment to the employees of Debtor, and to assume defined financial and operational responsibility for the Business, upon the terms and subject to the terms and conditions set forth in the Sale Agreement, with such purchase transaction being subject to Bankruptcy Court Approval; and

WHEREAS, Debtor is a debtor in possession under Chapter 11 of Title 11 of the United States Code (the "Bankruptcy Code") in the United States Bankruptcy Court for the District of Nevada (the "Bankruptcy Court"), Case No. BK-S-20-12826-mkn (the "Bankruptcy Case"). The Bankruptcy Case is jointly administered with other affiliated entities under the lead case of *Red Rose, Inc.*, Case No. 20-12814-mkn. Pursuant to that certain Order Approving Sale dated August ____, 2020, of the Bankruptcy Court, Debtor, as debtor in possession, agree to and does hereby agree to sell, transfer and assign to Buyer, Haleakala Solar, Inc., all of Debtor's right, title, and interest in and to that certain intangible property ("Intangible Property") listed in the following schedules attached hereto:

Exhibit "A-1" – Unperformed Contracts 74-77

Exhibit "A-2" – Unperformed Contracts 75 10

Exhibit "B-1" – Existing Accounts Receivable

Exhibit "D-1" – Intellectual Property – Schedule 3.9(a) from 3.2018 APA

Exhibit "D-2" – Intellectual Property Intangible Property – Real Property Leases and Domain Names

Exhibit G – Rejected Contracts

WHEREAS, in connection with the above described conveyance Debtor desires to and does hereby sell, transfer and convey to Buyer all of the Intangible Property, as a portion of all the Assets (with the other portion being FF&E, vehicles, equipment, furniture and inventory, all of which are also conveyed pursuant the Sale Agreement and as memorialized in a separate Bill

of Sale of even date). Capitalized terms used herein and not defined shall have the meanings ascribed in the Sale Agreement.

NOW, THEREFORE, in consideration of the good and valuable consideration recited in the Sale Agreement, the receipt and sufficiency of which are hereby acknowledged, and as approved by the Final Sale Order, Debtor hereby grants, assigns, sells, sets over and delivers to Buyer, its legal representatives, successors and assigns, and Buyer hereby accepts all of Debtor's right, title and interest in and to all of the Intangible Property, as set forth in the schedules attached.

This Assignment is made without any covenant, warranty or representation by, or recourse against, Debtor. Debtor agrees to cooperate with Buyer so that Buyer may enjoy to the fullest extent the rights conveyed under this Assignment. Debtor hereby authorizes Buyer, its employees, agents and affiliates, to immediately transfer into the name of Buyer all contracts for the provisions of goods and services (including without limitation the Unperformed Contracts) and to collect the Existing A/R, and generally to undertake all actions that may be necessary or desirable to complete the terms of the Sale Agreement. .

This Assignment may be executed in counterparts, each of which shall be an original and all of which counterparts taken together shall constitute one and the same agreement.

If any term or provision of this Assignment or the application thereof to any persons or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Assignment or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each term and provision of this Assignment shall be valid and enforced to the fullest extent permitted by law.

IN WITNESS WHEREOF, the undersigned have executed this Assignment of Sale as of the date first set forth hereinabove.

IN WITNESS WHEREOF, Assignor and Assignees have executed this Assignment as of the date and year first written above.

ASSIGNOR

ASSIGNEE

PetersenDean Hawaii, LLC,
a Hawaii limited liability company

Haleakela Solar, Inc.
a Hawaii corporation

By: EXHIBIT ONLY

By: EXHIBIT ONLY

Name: DO NOT SIGN

Name: dDO NOT SIGN

[Signature Page to Assignment and Authorization]

Exhibit "F"
Form of Bill of Sale

BILL OF SALE

THIS BILL OF SALE ("Bill of Sale") is made as of August ____, 2020 by and between James Whitcomb ("Principal") and Haleakala Solar, Inc., a Hawaii corporation ("Buyer"), on the one hand, and PetersenDean Hawaii, LLC, a Hawaii limited liability company, ("Debtor"), on the other.

WHEREAS, pursuant to the terms of that certain Asset Purchase and Interim Management Agreement, dated as of July 27, 2020, by and between Principal, Buyer and Debtor (the "Sale Agreement"), Buyer agreed to purchase all of the operational assets of Debtor ("Assets"), as described in the exhibits below and in the Assignment and Authorization executed in connection with the Sale Agreement, which consist generally of all current contractual commitments of Debtor to customers for the purchase and installation of solar equipment and related roofing work that are expressly assumed by Buyer, the "Unperformed Contracts", as provided in Recital "D" of the Sale Agreement (and excluding all other similar contracts, the "Rejected Contracts", as provided in Sec. 2.1.b of the Sale Agreement), all accounts receivable, all books, records and systems, all furniture, fixtures and equipment ("FF&E"), including but not limited to all trucks and tools, all inventory, certain leases, and all intellectual property), and pursuant to which Buyer has agreed to offer employment to the employees of Debtor, and to assume defined financial and operational responsibility for the Business, upon the terms and subject to the terms and conditions set forth in the Sale Agreement, with such purchase transaction being subject to Bankruptcy Court Approval; and

WHEREAS, Debtor is a debtor in possession under Chapter 11 of Title 11 of the United States Code (the "Bankruptcy Code") in the United States Bankruptcy Court for the District of Nevada (the "Bankruptcy Court"), Case No. BK-S-20-12826-mkn (the "Bankruptcy Case"). The Bankruptcy Case is jointly administered with other affiliated entities under the lead case of *Red Rose, Inc.*, Case No. 20-12814-mkn. Pursuant to that certain Order Approving Sale dated August __, 2020, of the Bankruptcy Court, Debtor, as debtor in possession, agreed to and does hereby agree to sell, transfer and assign to Buyer, Haleakala Solar, Inc., all of Debtor's right, title, and interest in and to that certain personal property ("Personal Property") listed in the following schedules attached hereto:

Exhibit "C-1" – Maui Vehicle Fleet

Exhibit "C-2" – Oahu Vehicle Fleet

Exhibit "C-3" – Warehouse Equipment and Tools

Exhibit "C-4" – Office Equipment Maui

Exhibit "C-5" – Office Equipment Oahu

Exhibit "C-6" – Inventory

Exhibit G – Rejected Contracts

WHEREAS, in connection with the above described Transaction, Debtor desires to and does hereby sell, transfer and convey to Buyer all of the Personal Property, as a portion of all the Assets (with the other portion being the Unperformed Contracts and other intangible property, which are also conveyed pursuant to the Sale Agreement and as memorialized in a separate Assignment and Authorization of even date). Capitalized terms used herein and not defined shall have the meanings ascribed in the Sale Agreement.

NOW, THEREFORE, in consideration of the receipt of the good and valuable consideration recited in the Sale Agreement, the receipt and sufficiency of which are hereby acknowledged, and as approved by the Final Sale Order, Debtor hereby grants, conveys, sells, sets over and delivers to Buyer, its legal representatives, successors and assigns, and Buyer hereby accepts all of Debtor's right, title and interest in and to all of the Personal Property, as set forth in the schedules attached.

This Bill of Sale is made without any covenant, warranty or representation by, or recourse against, Debtor. Debtor agrees to cooperate with Buyer so that Buyer may enjoy to the fullest extent the rights conveyed under this Bill of Sale. Debtor hereby authorizes Buyer, its employees, agents and affiliates, to immediately transfer into the name of Buyer all of the Personal Property, and generally to undertake all actions that may be necessary or desirable to complete the terms of the Sale Agreement.

This Bill of Sale may be executed in counterparts, each of which shall be an original and all of which counterparts taken together shall constitute one and the same agreement.

If any term or provision of this Bill of Sale or the application thereof to any persons or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Bill of Sale or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each term and provision of this Bill of Sale shall be valid and enforced to the fullest extent permitted by law.

IN WITNESS WHEREOF, the undersigned have executed this Bill of Sale as of the date first set forth hereinabove.

BUYER

Haleakela Solar, Inc.
a Hawaii corporation

By: EXHIBIT ONLY

Name: DO NOT SIGN

DEBTOR

PetersenDean Hawaii, LLC,
a Hawaii limited liability company

By: EXHIBIT ONLY

Name: DO NOT SIGN

[Signature Page to Bill of Sale]